

**Completely** fill out the Race Release Form (Pg. 2)

Mail Release Form and Check to:

331 Promotions

Attn: Dustin Clouse

282C Canterbury Lane

Medina, Oh. 44256

Make Check payable to **331 Promotions**

**Pricing:**

**Big Valley Race at Camp Manatoc:**

All Juniors 18 & Under - \$15.00

All Women 19 & Above - \$20.00

All Men 19 & Above- \$35.00

# Race Entry and Release Form

**331 PROMOTIONS LLC.** (Ohio Limited Liability Company)

Please accept my entry in the race/race series. I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING **331 Promotions LLC, Toad Promotions (Property Owner), United States of America, US Army Corps of Engineers, State of Ohio: Findley State Park, West Branch State Park (Property Owner), Great Trail Council – Boy Scouts of America (Property Owner), City of Medina (Property Owner), J. Taylor (Property Owner), City of Akron, Marathon Charitable Corporations, Department of Natural Resources** AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (HEREINAFTER KNOWN COLLECTIVELY AS THE “**RELEASEES**”) FROM LIABILITY. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of the **Releasees** issuance of a license to me or the acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements. I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in a bicycle race and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example and not limitation, the following: The dangers of collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, **THE RELEASEES’ OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling competition. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively “**Successors**”) **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the **Releasees** and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be **Releasees**), **FROM ANY AND ALL CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES’ OWN NEGLIGENCE**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the race course, the **Releasee’s** rules, and any special regulations for the event. I understand and agree that situations may arise during the race which may be beyond the immediate control of the race officials or organizers, and I must continually ride so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my competition equipment. I will compete wearing a helmet which satisfies the requirements of the **Releasees** Racing Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such helmet. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any subsequent waiver or modification. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Name (Please Print Clearly for Race Results) \_\_\_\_\_  
Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Age(As of 12/31/10) \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_  
E-Mail \_\_\_\_\_  please keep me informed - add my email to your announcement list

Who to notify in case of emergency \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_  
circle correct answer

Category: ( Expert / Sport / Novice ) Gender: M | F Divisions: (Circle age group)

- Junior/18 & under
- Senior/19-29
- Master/30-39
- Master/40-49
- Master/50+

Sponsors \_\_\_\_\_

Signature of entrant: \_\_\_\_\_ Date \_\_\_\_\_

## CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of \_\_\_\_\_ (hereinafter “**child**”). I hereby state that my **child** is fit for the race and I consent to my **child’s** participation. **I HAVE READ AND I UNDERSTAND THE ATHLETE’S ENTRY FORM AND RELEASE AGREEMENT.** In consideration of allowing my **child** to participate, I consent to the release and agree that **ITS TERMS AND CONDITIONS SHALL LIKEWISE BIND ME, MY CHILD, MY HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM, DEMAND AND LIABILITY** that I or my **child** may allege against the **Releasees** (including reasonable attorney fees or costs) as a direct or indirect result of injury to me or my **child** because of my **child’s** participation in the event **WHETHER THE SAME BE CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS.** I promise not to sue the **Releasees** on my behalf or on behalf of my **child** regarding any claim arising from my **child’s** participation in the Race.

Signature of parent/guardian: \_\_\_\_\_ Date \_\_\_\_\_