



TICK TOCK (run around the clock) ULTRA

Your 12 Hour Lake-Lapping Challenge

Saturday, August 16, 2014 at 7:30 a.m.

Lake Hollingsworth Park, Lakeland, Florida

Name: _____ Age: _____ Sex: M / F Birthdate: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Lap Goal _____
(how many 2.75-mile laps do you hope to complete)

T-Shirt Size: S M L XL

Entry Fee is \$100 **Event is limited to the first 215 entrants.** Rain or Shine **NO REFUNDS**

TRANSFERS may be made through July 15th when a written notice and \$10 transfer fee are received. T-shirt size may not be changed and parties are responsible for working out entry fee/transfer details on their own.

Entrants who are not able to participate for any reason may still pick up their packet on August 15th or 16th.

CHECKS PAYABLE TO: Gallant Gait LLC 212 Kenwith Road Lakeland, Florida 33803

For and in consideration of Gallant Gait LLC allowing me, the undersigned, to participate in the TICK TOCK ULTRA, I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my

ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event site and during Event hours.

2. I understand and acknowledge that participation in road running, race walking, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, vehicles, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.

3. I agree to be familiar with and to abide by all Operating Regulations, and Competition Rules established for the Event, including any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions and subsequent consequences while participating in the Event, and the condition and adequacy of my race attire/equipment.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Gallant Gait LLC, Event Organizers, Event Directors and Promoters, Sponsors, Advertisers, Lakeland Parks and Recreation, City of Lakeland, Coaches and Officials; Venue and Property Owners upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys

fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this

Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse,

children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as

confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements

have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining

provisions.

Signature (Parent or guardian signature is mandatory if participant is under 18)

Date