



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT
FREEHOLD High School

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FREEHOLD, NEW JERSEY 07728
(732) 431-8360

"COMMITTED TO EXCELLENCE"

Lavetta S. Ross, Ed.D.
Principal

Jerrilynn Acevedo
Assistant Principal

John Hein
Assistant Principal

Rodney Taylor
Assistant Principal
RAISE Academy

Joshua Mehl
SECA

Nikhil Purswani
Senior Class Treasurer

Ethan Levin
Senior Class
President

Emily Whelan
Senior Class Advisor

Joseph Berryman
Senior Class Vice
President

Hannah Eapen
Senior Class VP of
Marketing

PARTICIPANT WAIVER - All Participants must Acknowledge in order to participate.

By registering and participating in the Freehold Boro Color Run you agree to the following release waiver:

I know and understand that participating in a 5K run with color is a potentially hazardous activity. I know, recognize, understand, and appreciate these risks, realizing this is a strenuous activity which requires physical conditioning and hereby represent and certify that I am in good health and in physical condition to participate in this event. I assume all risks associated with running or walking in this event and acknowledge it carries with it the potential for property loss, serious injury, or death. I understand the risks include, but are not limited to, those caused by terrain, falls, contact with other participants, lack of hydration, traffic, obstacles, fire, weather, bee stings or bites, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or Administrators of the event. All such and related risks being known and appreciated by me. I also agree to obey all laws while participating in the event. I also agree to immediately adhere to directions given to me by event officials as well as law enforcement and emergency personnel.

I acknowledge that this is a running and/or walking event that involves physical activity, is a test of my physical and mental limits and carries a potential for moderate and serious injury, death, property loss or damage. I also acknowledge that the Event involves spraying a corn-starch colorant ("Colorant") and may cause skin irritation, itching, burning, discomfort or vision problems, permanently stain or damage any of my personal belongings or property. I acknowledge the Event has properly warned of the effects involved with the Colorant, and advises me to wear proper eye, nose and mouth protection at all times. I understand the risks involved with attending the Event that may include, but not limited to: falls, slips, contact and/or crashes with other Attendees, injuries from contact with the Colorant, effects of weather including heat and/or humidity, cold, defective equipment, condition of the roads and/or course, rough terrain, heavy rain, water hazards, hazards posed by spectators or other Attendees, man-made or natural obstacles, wild animals, insects, and poisonous plants. I ASSUME ALL RISKS INVOLVED WITH THE EVENT, THE COURSE, EQUIPMENT AND THE COLORANT. I agree to monitor my health while participating in the Event, and will withdraw from the Event immediately and seek medical personnel if I believe continuing will present a risk to myself or other Attendees. I agree that I will fully inspect the course before participating, and notify the Event's personnel immediately of any hazardous situations. I agree to wear appropriate clothing and foot attire as established by industry standards and common safety practices during all activities at the Event. I acknowledge that I am not under the influence of alcohol, nor am I, nor will I be at the time of the event, under the influence of any drugs, including prescription, illegal or over-the counter medication, which could impair my ability to participate in the Freehold High School event. If I am taking medication, I affirm that I have seen a physician and have approval from him or her to participate in the Freehold High School event while under the influence of medication. I attest and verify that I am physically fit, have sufficiently trained for the Event, and my physical condition has been verified acceptable to participate in the Event by a medical doctor prior to attending. I am covered by medical insurance, individually or as part of an organization. Further, I give my consent to medical treatment in the event of an emergency or other incident, in which, in the reasonable judgment of the on-site personnel, I require medical care. I assume all liability for any and all medical expenses incurred as a result of training for and/or attending the Event, including but not limited to: ambulance transportation, medical attention, medical treatment or services, hospital stays, physician and pharmaceutical goods and services.

In consideration of the acceptance of my participation, I hereby for myself, or anyone else who might claim on my behalf, covenant not to sue, and waive, release, and discharge all companies involved with the organization of the color run, including all sponsors, partners, and affiliates, of this event from any and all claims or liability of any kind or nature whatsoever arising out of my participation in this event, even though such liability may arise out of negligence or carelessness on the part of event organizers, sponsors, partners and affiliates. I understand that by participating in this event, I acknowledge the acceptance of the terms and conditions within this release waiver. Participant or Guardian does hereby release and forever discharge Freehold High School from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's activities with Freehold High School. The Participant or Guardian acknowledges that Freehold High School does not carry or maintain any health, medical, or disability insurance for any Participants. It is understood that the Participant obtains his or her own health or medical insurance coverage as necessary.

Having read and understood this waiver and in consideration of your accepting my entry, I for myself and anyone entitled to act on my behalf, waive and release Freehold High School, race organizers and volunteers, land owners, and all sponsors, their representatives and successors from all claims or liabilities of any kind resulting from my participation in this event even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

I further agree that Freehold High School, race organizers, volunteers, land owners and all sponsors, their representatives, successors and assigns (collectively the "Licensee") may take still or moving photographs or other recordings of me, or of my property (including any photographs or film footage that I may provide) during and in connection with the race in which I am participating (the "Footage"). I hereby grant to the Licensee, its successors, assigns and licensees an irrevocable license to use and reproduce, in whole or in part, the contents of the Footage, my name, my likeness, image, voice, appearance, or that of my property and biographical information about me in connection with the race in which I am participating and the production and exploitation thereof, in any and all manners and media, throughout the world, in perpetuity, for marketing, promotional, advertising, public relations or commercial purposes via videos, publications, advertisements, news releases, websites, including social media, and any promotional materials in any other medium. I grant permission to all the foregoing parties to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose. I understand that pets, bicycles, skateboards, roller-blades, or scooters are not allowed in any event. I will abide by these guidelines. I agree, on my own behalf and on behalf of my heirs, estate, successors and assigns, to indemnify and hold harmless Freehold High School, any/all related Contributing Entities under any name associated with the Event Organizers, all landowners, producers, sponsors, co-sponsors, advertisers, organizers, material suppliers, vendors, concessionaires, volunteers and/or contractors of any of the Event in which I may participate and/or attend, and all employees, principals, directors, shareholders, agents, members, managers, affiliates, trade partners, production services, shipping, manufacturers, designers, representatives, attorneys and insurers of each of the foregoing (collectively, the "Released Parties") against, any lawsuits, demands, claims, or expenses (including attorneys' fees and legal costs), arising from or in any manner related to my registering for or attending the Event; and to the fullest extent permitted by law, I fully and forever waive, release, discharges and covenants not to sue Released Parties for and from any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses arising, directly or indirectly, in related to, in connection with or relating to my participation or attending the Event from any cause whatsoever (including, but not limited to, damage or loss of property, bodily injuries, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of others. I acknowledge that the RELEASED PARTIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EVENT and agree that the Released Parties will not, under any circumstance, be liable for consequential, indirect, general, special or similar damages. I acknowledge that this release and waiver of liability agreement will be used by the Released Parties and that it governs the legal rights and responsibilities of both me and the Released Parties. Further, I hereby grant to Released Parties the worldwide right in perpetuity to use and publish my name, my likeness, my voice, and/or my picture, singly or as part of composite or reproductions, in color or otherwise, in any medium now known or in the future devised, including but not limited to, broadcast, telecast, advertising, promotion, or other account of the Event in any form and for any purpose, without compensation or approval. I understand that my entry fee is nonrefundable under any circumstances. I understand there are no refunds.

I do hereby fully release and forever discharge Freehold High School and its partners from any and all claims for injuries, illnesses, damages, expenses or loss that me or my minor child may suffer arising out of, connected with, or in any way associated with the race, program or activities. I have read and fully understand the above important information warning of risk, assumption of risk, waiver and release of claims. . If any Event is canceled for any reason due to circumstances beyond reasonable control, the Event and/or Released Parties have no obligation to refund my entry fee or any other costs and/or expenses I incurred in connection with the Event. I understand that the bib is non-replaceable, and if lost my bib and entry will not be replaced. The Event and Released Parties have the right to reject my entry for any reason. This Waiver is a legally binding Agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions.

FOR ATTENDEES UNDER EIGHTEEN (18) YEARS OF AGE A PARENT OR LEGAL GUARDIAN MUST ACKNOWLEDGE. Attendee's Parent or Guardian's ACKNOWLEDGMENT certifies that Attendee's son/daughter/ward has permission to participate/attend the Event. Attendee's Parent/Guardian has read and understands the foregoing WAIVER AND RELEASE AGREEMENT (above) and by ACKNOWLEDGING intentionally and voluntarily agrees to its terms and conditions. Attendee's Parent/Guardian further certifies that such son/daughter/ward is in good physical condition and is able to safely participate in the Event. Attendee's Parent/Guardian hereby authorizes medical treatment for such son/daughter and grants access to such child's medical records as necessary and as stated above. I have read this document and I fully understand its content, warning of risk, assumption of risk and waiver and release of all claims. I understand that by ACKNOWLEDGING, I have given up substantial rights. I have voluntarily ACKNOWLEDGED this release. By ACKNOWLEDGING below you agree, warrant and covenant as follows. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.