

**Assumption of Risk and Warning of Risk Waiver and Release of Claims**  
**(Assumption & Release)**

**Please sign to indicate your agreement to each of the following:**

1. I understand that participating in the **SME LOVE FUND COLOR RUN** is a potentially hazardous activity where powdered color will be thrown at and around me during the course of the event.
2. I agree not to participate unless I am medically and physically able, which I am solely responsible to determine.
3. I agree to abide by any decision of a race official relative to my ability to safely complete the race, which decision is at the sole discretion of the race official and I agree lack of a decision does not create any liability whatsoever.
4. I assume all risks associated with competing in the **SME LOVE FUND COLOR RUN**, including, but not limited to, slips, falls, contact with other participants, negligent or wanton acts of other participants, any defects or condition of premises, or color zones, the effects of the weather including high heat, cold temperatures, storms and/or humidity. All such risks being known, assumed and appreciated by me.
5. I agree that **SME LOVE FUND COLOR RUN** is not responsible for any personal items or property that are lost, stolen, stained or damaged at or during the event.
6. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Assumption and Release extends to any liability arising out of, or in any way connected with, the medical treatment and transportation provided in the event of an emergency.
7. I understand and agree that pets are not permitted to accompany me in the race, and children under the age of 12 are not permitted to participate or accompany me in the race unless a parent or guardian signs a waiver on their behalf.
8. I grant permission to **SME LOVE FUND COLOR RUN**, its affiliates and sponsors to use any photographs, motion pictures, recordings or any other record of this event for any purpose including, but not limited to, promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of **SME LOVE FUND COLOR RUN**.
9. I understand that all entries are final with no refunds.
10. The official race directors reserve the right in any event of emergency or local or national disaster to cancel the race and in the event of cancellation or change there is no refund of entry fees.
11. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment and facilities and cooperative, positive participation. **SME LOVE FUND COLOR RUN** may dismiss, without refund, anyone whose behavior endangers safety or negatively affects a race, a person, a facility or property of any type or kind.

12. I agree to indemnify **SME LOVE FUND COLOR RUN**, its affiliates and assign, from any and all third party claims caused in whole or in part by my actions.
13. I understand that some of the course may go through water, colored corn starch or mud, which has not been tested for chemicals or disease.
14. I assume risk of wild animals and insects that may be present on the course.
15. **(Please Check One)**\_\_\_\_ I am at least 18 years old, OR\_\_\_\_ I am under the age of 18 and in addition to me my Parent/Guardian has reviewed this waiver and consented to its terms.
16. Participants are to run against traffic (facing)
  - a. Stay within the area designated between the curb and the cones while running or walking.

**All Participants Waiver & Release of all claims and assumption of risk:**

I recognize and acknowledge that there are certain risks of physical injury to participants in the **SME LOVE FUND COLOR RUN**, and I voluntarily and knowingly agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I further agree to waive and relinquish all claims I may have (or which may accrue to me) as a result of participating in these activities against **SME LOVE FUND COLOR RUN** including its owners, managers, officers and employees, the race officials, agents, volunteers, sponsors, and the owners and operators of the venue (hereinafter collectively referred to as "Administrators"). Participants registering for the race, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I agree that I am solely responsible for determining if I am physically fit and/or skilled for the race or activities contemplated by this Assumption & Release. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I, for myself and my heirs, do hereby fully release and forever discharge the Administrators from any and all claims for injuries, including death or incapacity, illnesses, damages, expenses or loss that I may suffer arising out of, connected with, or in any way associated with the race, program or activities including injuries caused or associated with transportation to and from the event. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online signature shall substitute for and have the same legal effects as an original form signature. PARTICIPATION WILL BE DENIED, if I have not signed this waiver before the start of the event.

\_\_\_\_ I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

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**Name (Printed)**

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**Signature**

Age on Day of Race: \_\_\_\_\_

**Only complete below if you are the parent or guardian of a participant under the age of 18:**

I, the parent or guardian of the above named participant, have read through this waiver and all its terms, and I hereby give my approval to this child's participation in **SME LOVE FUND COLOR RUN**. I assume all risks and hazards incidental to my child's participation in **SME LOVE FUND COLOR RUN**, and I hereby waive, release, absolve, indemnify and agree to hold harmless the Administrators, as defined above, for any injury to my child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child's participation in **SME LOVE FUND COLOR RUN**. I consent to the foregoing and grant permission for him/her to participate in **SME LOVE FUND COLOR RUN**. I acknowledge I have carefully read, accepted and agreed to the terms on this Assumption and Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed.

\_\_\_\_\_  
**Child Name (Printed)**

\_\_\_\_\_  
**Age on Date of Race**

\_\_\_\_\_  
**Parent or Guardian Name (Printed)**

\_\_\_\_\_  
**Parent or Guardian Name (Signature)**

*Return to SME in the main office, mail to SME, or bring on race day*