#### REGISTRANT WAIVER ACCEPTANCE

**Event name:** Sulphur Springs Trail Race 2025 - Sat., May 24, 2025 6:00 a.m.

Sub-event: RELAY TEAM MEMBERS REGISTRATION

Registrant name: GENG DAO SU

Date registered: Sat., November 2, 2024 10:27 a.m.

Signed by: GENG DAO SU Signed on: Sat., November 2, 2024 10:23 a.m. IP address: 99.247.197.30

#### **Runners and Volunteers and Pacers**

Signed by: GENG DAO SU | Signed on: Sat., November 2, 2024 10:23 a.m.

#### **BURLINGTON RUNNERS CLUB - SULPHUR SPRINGS TRAIL RUNS**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(For Participants and Volunteers 18 years of age and older)

#### WARNING! By signing this document you will waive certain legal rights. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant or Volunteer in the sport of trail running and the activities, programs and events of the Burlington Runners Club and the Sulphur Springs Trail Runs (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms:

### Disclaimer

- 1. The Burlington Runners Club, and its directors, officers, members, employees, coaches, volunteers, officials, participants, agents, sponsors, and representatives, along with any individuals associated with the Sulphur Springs Trail Runs, in addition to the Ontario Road Runners Association, the Ontario Track and Field Association, the Hamilton Region Conservation Authority, the Bruce Trail Association, and the Cities of Hamilton and Burlington (the "Organizations") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant or Volunteer during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organizations.
- 2. I am aware that a run of the distance and conditions specified for the Activities which I am entering, may be extremely difficult and hazardous even for well-conditioned athletes under the most favorable conditions.

# **Description of Risks**

- 1. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:
- a) The sport of trail running;
- b) Interactions with wildlife, flora and fauna;
- c) Effects of the weather including high heat and/or humidity;
- d) Traffic and conditions and of the road and trail;
- e) Executing strenuous and demanding physical techniques;
- f) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- g) Exerting and stretching various muscle groups;
- h) Allergic reactions of any kind (The Activities are not a nut free event);
- i) Contact, colliding, falling or being struck by other participants or equipment;
- j) Spinal cord injuries which may render me permanently paralyzed; and
- k) Travel to and from the Activities.

## **Agreement to Terms and Release of Liability**

- 1. In consideration of the Organizations allowing me to participate, I agree:
- a) That my physical condition has been verified by a medical doctor to participate in the Activities and no medical condition will be worsened by my participation in the Activities;
- b) That I have trained adequately for the Activities;
- c) That the sole responsibility for my safety remains with me;
- d) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
- e) To ASSUME all risks arising out of, associated with, or related to, my participation;
- f) To WAIVE any and all claims that I may have against the Organizations now or in the future;
- g) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events, and programs of the Organizations; and
- h) I hereby grant my permission to the race organizers and sponsors to use my name, mailing address, e-mail address, and any photographs, videotapes, recordings, or any record of my participation in this event for any purpose. My personal information will not be sold by either the Burlington Runners Club or their sponsors.
- i) To FOREVER RELEASE the Organizations from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have now or in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organizations.

# **Acknowledgement**

1. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

**BURLINGTON RUNNERS CLUB - SULPHUR SPRINGS TRAIL RUNS** 

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(For Participants and Volunteers 17 years of age and younger)

WARNING! By executing this document you will assume certain risks and responsibilities. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant or Volunteer in the sport of trail running and the activities, programs and events of the Burlington Runners Club and the Sulphur Springs Trail Runs (collectively the "Activities"), the undersigned, being the Participant and the Parent/Guardian of the Participant (collectively the "Parties"), acknowledge and agrees to the following terms.

#### Disclaimer

- 1. The Burlington Runners Club, and its directors, officers, members, employees, coaches, volunteers, officials, participants, agents, sponsors, and representatives, along with any individuals associated with the Sulphur Springs Trail Runs, in addition to the Ontario Road Runners Association, the Ontario Track and Field Association, the Hamilton Region Conservation Authority, the Bruce Trail Association, and the Cities of Hamilton and Burlington (the "Organizations") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant or Volunteer during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organizations.
- 2. The Participant is aware that a run of the distance and conditions specified for the Activities which entering, may be extremely difficult and hazardous even for well-conditioned athletes under the most favorable conditions.

## **Description of Risks**

- 1. The Participant is participating voluntarily in the Activities. In consideration of that participation in the Activities, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities and may be exposed to such risks, dangers and hazards which can be severe and even fatal. The risks, dangers and hazards include, but are not limited to, injuries from:
- a) The sport of trail running;
- b) Interactions with wildlife, flora and fauna;
- c) Effects of the weather including high heat and/or humidity;
- d) Traffic and conditions and of the road and trail;
- e) Executing strenuous and demanding physical techniques;
- f) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- g) Exerting and stretching various muscle groups;
- h) Allergic reactions of any kind (The Activities are not a nut free event);
- i) Contact, colliding, falling or being struck by other participants or equipment;
- j) Spinal cord injuries which may render me permanently paralyzed; and
- k) Travel to and from the Activities.
  - 1. In consideration of the Organizations allowing the Participant to participate in Activities, the Parties agree:
- a) That the Participant's physical condition has been verified to participant in the Activities by a medical doctor and no medical condition will be worsened by the Participant's participation in the Activities;
- b) That the Participant has been adequately trained for the Activities;
- c) To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Participant's participation in the Activities.

# **Acknowledgement**

1. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, executors, administrators and representatives.