

IN PARTNERSHIP WITH



NORTH ALAMO
WATER SUPPLY CORPORATION



PRESENTS

5K RUN/WALK FOR WATER CONSERVATION

OCT 2ND



NAME: _____

SHIRT SIZE: ADULT

ADDRESS: _____

CITY _____ STATE _____ ZIPCODE _____

EMAIL: _____

PH #: _____



****EMERGENCY CONTACT INFORMATION****

NAME: _____

RELATIONSHIP: _____

CONTACT PH #: _____ OR _____

I AM UNABLE TO PARTICIPATE BUT WOULD LIKE TO MAKE A DONATION OF
\$ _____ CHECKS & MONEY ORDERS ISSUED OUT TO NAWSC

ADULTS - \$25.00

Children (17 AND UNDER)- \$10.00

THE FIRST 150 ADULTS TO REGISTER GET A FREE SHIRT. DEADLINE TO REGISTER IS AUGUST 31ST. **REGISTRATION FEES ARE NON-REFUNDABLE**

CHECK-IN IS FROM 6:30 - 7:15 AM.

RACE STARTS AT 7:30 AM

RACE PACKET PICK UP ON SITE. EARLY PICK UP WILL BE AVAILABLE

PROCEEDS WILL BENEFIT THE TEXAS RURAL WATER FOUNDATION TO SUPPORT WATER CONSERVATION EFFORTS.

REC# _____

DATE PD _____

AMT _____

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in a 5K run/walk (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge NORTH ALAMO WATER SUPPLY CORPORATION located at 420 S. Doolittle Rd. Edinburg, TX. 78542 & CITY OF EDINBURG located at 415 W. University Drive, Edinburg, Texas 78541, their affiliates, managers, agents, attorneys, staff, volunteers, and representatives, (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH THE PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. IN ADDITION, I UNDERSTAND THAT CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S) CONTAIN SIMILAR RISKS. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES AGAINST ANY AND ALL CLAIMS, SUITS OR ACTIONS OF ANY KIND WHATSOEVER FOR LIABILITY, DAMAGES, COMPENSATION OR OTHERWISE BROUGHT BY ME OR ANYONE ON MY BEHALF, INCLUDING ATTORNEY'S FEES AND ANY RELATED COSTS.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event I should require medical care or treatment, I authorize North Alamo Water Supply Corporation & City of Edinburg to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained. **I agree to abide by the decision of a North Alamo Water Supply Corporation and City of Edinburg official or agent regarding my ability to participate in the Activity.**

I grant full permission the use of any photography or video of me for any legitimate purpose related to this event.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE OF LIABILITY” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE NORTH ALAMO WATER SUPPLY CORPORATION & CITY OF EDINBURG AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, REPRESENTATIVES, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST NORTH ALAMO WATER SUPPLY CORPORATION & CITY OF EDINBURG FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To extent that statute or case law does not prohibit releases for ordinary negligence, this Waiver and Release of Liability also includes such negligence on the part of North Alamo Water Supply Corporation, its agents, and employees.

I agree that this Waiver and Release of Liability shall be governed for all purposes by the Texas law, without regard to any conflict of law principles. This Waiver and Release of Liability supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. I agree that this Waiver and Release of Liability is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

In the event that any provision contained within this Waiver and Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force an effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS WAIVER AND RELEASE OF LIABILITY. I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS WAIVER AND RELEASE OF LIABILITY CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

SIGNATURE: _____

DATE: _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then the Waiver and Release of Liability must be signed by a parent or guardian, in addition to the following certification:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing Waiver and Release of Liability on behalf of this individual.

PARENT/GUARDIAN NAME: _____

RELATIONSHIP TO MINOR: _____

SIGNATURE: _____

DATE: _____