

Craig's Cause Pancreatic Cancer Society's EVENT WAIVER

THIS SECTION MUST BE COMPLETED AND SIGNED BY ANY PERSON APPLYING TO PARTICIPATE IN A CRAIG'S CAUSE EVENT.

RELEASE, WAIVER AND ASSUMPTION OF RISK

(A) I, _____, hereby acknowledge and agree that in consideration of being permitted to participate in Craig's Cause Pancreatic Cancer Society's (Craig's Cause) Event:

1. I do hereby release Craig's Cause Pancreatic Cancer Society, their members, officers, directors, employees, independent contractors and agents from all proceedings, claims and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the aforesaid Craig's Cause Pancreatic Cancer Society, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Craig's Cause Pancreatic Cancer Society or any of their members, officers, directors, employees, independent contractors or agencies.

2. And, I do hereby acknowledge and agree:

(a) that the sports of cycling, running and walking exposes participants to many risks and hazards, some of which are inherent in the very nature of the sport itself and others which may result from human error and negligence on the part or the persons involved in preparing, organizing and staging Craig's Cause Pancreatic Cancer Society;

(b) that as a result of the aforesaid risks and hazards, I as a participant, may suffer serious personal injury, even death as well as property loss;

(c) that some of the aforesaid risks and hazards are foreseeable, but others are not;

(d) that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in, the aforesaid Craig's Cause Pancreatic Cancer Society shall be entirely at my own risk;

(e) that I understand that neither the Craig's Cause Pancreatic Cancer Society nor any of their members, officers, directors, employees, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for, or participation in, the aforesaid Craig's Cause Pancreatic Cancer Society;

(f) that I have carefully read the RELEASE, WAIVER AND ASSUMPTION OF RISK agreement, that I truly understand same, and that I am freely and voluntarily executing same;

(g) that I understand clearly that by signing this Release, I will be forever prevented from suing or otherwise claiming against the Craig's Cause Pancreatic Cancer Society, their members, officers, directors, employees, independent contractors and agents for any loss or damage with respect to any property loss or personal injury that I may sustain while participating in or preparing for any of the activities, whether or not such loss or injury is

caused solely or partly by the negligence of the Craig's Cause Pancreatic Cancer Society or any of their members, officers, directors, employees, independent contractors or agents.

(h) that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing the agreement.

(i) that I understand clearly that the Craig's Cause Pancreatic Cancer Society would not permit me to participate in any such Craig's Cause Pancreatic Cancer Society event unless I signed this RELEASE, WAIVER, and ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement applies to all aforesaid Craig's Cause Pancreatic Cancer Society activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in a Craig's Cause Pancreatic Cancer Society in order to be effective.

(j) that the term " Craig's Cause Pancreatic Cancer Society" as used in this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement includes, without limiting, the generality of that term, all activities as well as all other races, training sessions, clinics, programs and events that are in any way authorized, sanctioned, organized or operated by Craig's Cause Pancreatic Cancer Society or both of them.

(k) that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.

(l) I also hereby grant permission to Craig's Cause Pancreatic Cancer Society to use, reproduce, and/or distribute photographs, films, video-tapes, and sound recordings, without compensation or approval rights, for use in materials created for purposes of promoting the activities of the Craig's Cause Pancreatic Cancer Society.

DATE _____.

(B) WITNESS: _____
Print Name

Signature

(C) PARTICIPANT: _____
Print Name

Signature

THE FOLLOWING SECTION MUST BE COMPLETED AND SIGNED FOR ALL APPLICANTS WHO ARE 18 YEARS OLD OR YOUNGER PARENTAL ACKNOWLEDGEMENT, RELEASE AND AGREEMENT TO INDEMNIFY

I, _____ being the parent or legal guardian of _____
_____ (hereinafter called "my child"), for good and valuable consideration, the receipt whereof being hereby acknowledged, do hereby agree and acknowledge:

1. that I have read and understand fully the attached RELEASE, WAIVER AND ASSUMPTION OF RISK agreement;
2. that I have explained to my child the consequences of signing the said RELEASE, WAIVER AND ASSUMPTION OF RISK agreement;
3. that I do hereby release the Craig's Cause Pancreatic Cancer Society, their members, officers, directors, employees, independent contractors and agents from all liability, and do hereby waive as against the Craig's Cause Pancreatic Cancer Society, their members, officers, directors, employees, independent contractors and agents all resources, proceedings, claims and causes of actions of any kind whatsoever in respect of damages I/we might suffer as a consequence of my/our child sustaining personal injury, death, or property loss while participating in Craig's Cause Pancreatic Cancer Society referred to in the above RELEASE, WAIVER AND ASSUMPTION OF RISK agreement, notwithstanding that any injury, death, or loss may have been caused solely or partly by the negligence of the said Craig's Cause Pancreatic Cancer Society, or any of their members, officers, directors, employees, independent contractors or agents;
4. that I do hereby agree to indemnify and hold harmless Craig's Cause Pancreatic Cancer Society, their members, officers, directors, employees, independent contractors and agents from any and all claims, demands, causes of action or any kind of whatsoever including those involving negligence on the part of the said Craig's Cause Pancreatic Cancer Society or any of their members, officers, directors, employees, independent contractors and agents, that may be made or initiated by, or on behalf of my/our child, arising out of or connected with said child's preparation for or participation in any of Craig's Cause Pancreatic Cancer Society Activities referred to in the above RELEASE, WAIVER AND ASSUMPTION OF RISK agreement.
5. I also hereby grant permission to Craig's Cause Pancreatic Cancer Society to use, reproduce, and/or distribute photographs, films, video-tapes, and sound recordings, without compensation or approval rights, for use in materials created for purposes of promoting the activities of the Craig's Cause Pancreatic Cancer Society.

DATE: _____

(B) WITNESS: _____
Print Name Signature

(C) PARENT/GUARDIAN: _____
Print Name Signature