

**WAIVER & RELEASE OF LIABILITY**

In consideration for the rights and privileges associated with participation in the "Frozen Goose" event, I acknowledge and agree to be bound by the following:

1. **Identification of Risks.** I understand that participation in any running activity, including but not limited to preparation for, participation in, coaching and related activities in competitions ("the Activity"), involves risks of serious injury, including permanent disability, death, and other losses, both to me and my property. I understand that these injuries and losses might result not only from my actions, but the actions, inactions or negligence of others.

2. **Assumption of the Risks.** I agree that I am responsible for my safety while participating in the Activity and that such responsibility includes participating in the Activity only:

- a. when I am both physically and psychologically prepared to participate safely.
- b. after fully familiarizing myself with the venue before beginning the Activity.
- c. while using the equipment of a type and condition reasonably necessary to safely participate in the Activity.

I assume all risks connected with responsibility for any injury or loss connected with my participation in the Activity.

3. **Waiver.** Aware of the risks and willing to assume them, I hereby waive, release, and hold Harmless The Optimist Club of Rochester Minnesota, Optimist International, and each of those organizations' affiliates, subsidiaries, officers, directors, employees, agents, coaches, trainers, doctors, officials, volunteers, event organizers or sponsors ("Release Parties") from all claims by me for any liability, injury, loss or damage in any way connected with my participation in the Activity, except where caused by the gross negligence or willful or wonton misconduct of ay of the Related Parties. I intend for this waiver and release to also apply to any relatives, personal representative, heirs, beneficiaries, next of kin, or assigns who might pursue any legal action or claim on my behalf.

4. **Applicable Law.** This waiver and release informed under and is to be interpreted consistent with laws of the state of Minnesota.

5. **Insurance.** I currently have, and agree to maintain throughout the time that I participate, valid and sufficient medical and accident insurance. I understand that this is my sole responsibility and release all persons and entities from providing this coverage for me.

**I HAVE READ THIS WAIVER AND RELEASE CAREFULLY, AND HAVING DONE SO I AM SIGNING IT VOLUNTARILY.**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

**FOR ATHLETES OF MINORITY AGE**

(If athlete is less than 21 years of age and a resident of West Virginia, Alabama, Mississippi, Nebraska, Pennsylvania, or Wyoming, or less than 18 years of age and a resident of any other state, then the parent or legal guardian must sign below)

This is to certify that, as parent/guardian of this participant, I do consent to his/her agreement to be bound by each of the terms and conditions identified above.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Mail this completed form to:  
Optimist Club of Rochester, MN  
PO Box 485  
Rochester, Minnesota 55903-0485  
FAX Number 507-252-2423**