



**SHAMROCK RUN 5K\***

**SHAMROCK RUN 10K\***

**Date: Saturday, March 14, 2015**

**Time: Registration: 6:30am;**

**10K Starts at 7:30am; 5K Starts at 8:00am**

**Location: Calvin Short Football Field, 695 E Main St., Gallatin, TN**

*(Registration Deadline to be guaranteed to receive a race shirt is February 15th)*

*\*All participants must complete the race in 90 minutes or less.*

Registration Information Form

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Gender:            Male    Female            Date of Birth: \_\_\_\_\_

Contact Information:

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact:

Name \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone \_\_\_\_\_

How will you complete this run/walk?

Run    Walk    Run/Walk    Stroller    Wheel Chair

Race Category:

\_\_\_ Individual 5K - \$35.00 per person

\_\_\_ Individual 10K - \$45.00 per person

\_\_\_ Team 5K - \$30.00 per person (Must have a minimum of 5 runners) TEAM NAME \_\_\_\_\_

\_\_\_ Team 10K - \$40.00 per person (Must have a minimum of 5 runners) TEAM NAME \_\_\_\_\_

(Make check payable to Gallatin Chamber Foundation; for credit card payments, call the Gallatin Chamber at 615.452.4000)

Address: Gallatin Chamber Foundation, 118 W. Main St., Gallatin, TN 37066

T-Shirt Size: Must register by February 15th to guarantee a race shirt. (Circle size)

Women's:        Small    Medium    Large    XLarge

Men's:            Small    Medium    Large    XLarge    XXLARGE

Youth:            Small    Medium    Large    XLarge

\*\*\*Event waiver must be signed by each participant. If the participant is under 18, the legal guardian may sign for the minor.

\*\*\*Completed forms must be returned to the Gallatin Chamber of Commerce office or Tennessee Hardware by March 1, 2015 (February 15<sup>th</sup> to be guaranteed a race shirt). For questions or additional information call the Gallatin Chamber of Commerce 615.452.4000.

**THERE ARE NO REFUNDS. THE RACE IS RAIN OR SHINE. PLEASE VISIT ACTIVE.COM FOR ANY CHANGES TO THE RACE SCHEDULE OR Facebook.com/Gallatin5KShamrockRun**

**Active Agreement and Waiver**

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

**ACTIVE REGISTRATION AGREEMENT AND LIABILITY WAIVER (the Agreement and Waiver)**

1. Authority to Register and/or to Act as Agent. You represent and warrant to The Active Network, Inc. (Active) that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the Registered Parties ), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Active refers to The Active Network, Inc. and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Active singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child s information which you provide for the purposes of registration.

2. Waiver: YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE ACTIVE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Limitation of Liability; Disclaimer of Warranties: ACTIVE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ACTIVE OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH ACTIVE OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE IS AT YOUR SOLE RISK. ACTIVE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. ACTIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Active makes no warranty that the Active sites' services will be uninterrupted, secure or error free. Active does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Active sites. Active is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Active sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

4. Indemnification: You agree to indemnify and hold each of Active, Gallatin Chamber of Commerce, Gallatin Chamber Foundation, and City of Gallatin harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of Active or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at: <http://www.activenetwork.com/terms-of-use.htm> by you.

5. Applicable Law; Consent to Jurisdiction: The Active sites (excluding linked sites) are controlled by Active from its offices within the State of California, United States of America. By completing this event registration, both you and Active agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use or other use of the Active sites. You agree that exclusive jurisdiction for any dispute with Active resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving Active or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

6. Severability: You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of runner: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian, if participant is under the age of 18: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL RELEASE, WAIVER OF LIABILITY AND PARTICIPATION AGREEMENT**

ALL PARTICIPANTS IN THE SHAMROCK RUN 5K AND 10K HELD IN GALLATIN, TENNESSEE ON MARCH 14TH, 2015 ("EVENT") ARE REQUIRED, AS A CONDITION OF PARTICIPATION IN SUCH EVENT, TO ASSUME ALL RISKS OF PARTICIPATION BY SIGNING BELOW. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS TO RECOVERY SHOULD YOU BE INJURED IN THE EVENT. PLEASE READ IT CAREFULLY.

The undersigned athlete ("Athlete") on behalf of himself/herself and on behalf of Athlete's personal representatives, assigns, heirs, executors, and successors hereby fully and forever releases, waives, and discharges the Gallatin Chamber of Commerce, Gallatin Chamber Foundation, The City of Gallatin, Tennessee, all municipal agencies whose property and/or personnel are used or in any way assist the Event, all sponsoring or co-sponsoring companies or individuals related to the Event, and all charities associated with the Event, together with their officers, directors, shareholders, successors and assigns, (collectively, "Releasees") from all liability to the Athlete and his/her personal representatives, assigns, heirs, executors, and successors for loss(es), damage(s) and claims therefor on account of injury to Athlete or his/her property or the resultant death of Athlete, whether caused by the active or passive negligence of the Releasees or otherwise, in connection with Athlete's participation in the Event ("Losses"), and further covenants not to sue any of the aforementioned parties for such Losses.

Athlete is fully aware of the risks and hazards inherent in participating in the Event and elects to voluntarily participate. Athlete hereby assumes all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her while participating in the Event. Athlete represents and warrants to the Releasees that he/she is in good physical condition and is able to safely participate in the Event.

Athlete agrees to the use, publication and distribution of his/her name and photograph in broadcasts, newspapers, brochures and other media (including for advertising or sales promotional purposes) without compensation, and hereby waives and releases any claim or right Athlete may otherwise have arising out of such use, publication or distribution.

Athlete acknowledges that the entry fee paid is non-refundable and non-transferable. Athlete acknowledges and agrees that the City, in its sole discretion, may delay or cancel the Event as it deems necessary, including if it believes the conditions on the day of the Event are unsafe. If the Event is delayed or cancelled for any reason, whether or not within the control of City, there shall be no refund of the entry fee or any other costs of Athlete in connection with the Event.

The Athlete hereby grants to the CITY, the Gallatin Chamber of Commerce, the Gallatin Chamber Foundation, and their agents, affiliates and designees, access to all medical records (and physicians) as needed and authorizes medical treatment as needed. Athlete understands that he/she has the right to refuse medical care and advice of the Event medical director(s) and their representatives. If Athlete's medical condition becomes such that the Athlete's mental capacity is questioned, the Event medical director(s) have the right to recommend and initiate treatment of Athlete. It is understood and agreed that Athlete hereby assumes liability for any and all medical expenses incurred as a result of training for or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

Athlete warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing Athlete to participate in the Event.

ATHLETE HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS GENERAL RELEASE, WAIVER OF LIABILITY AND PARTICIPATION AGREEMENT.

\_\_\_\_\_  
Signature of Runner

\_\_\_\_\_  
Date

Parent or Guardian, if participant is under the age of 18: \_\_\_\_\_ Date: \_\_\_\_\_