

**Screamin' Eagle  
Mud Run**



**Family Obstacle/Mud Run 3k**

**Saturday May 13, 2017**

**McGraw Jr. Sr. High School**

**10 West Academy St**

**McGraw, NY 13101**

**Registration begins at 8am**

**Entry Donation: Individual/Student: \$10, Family Rate: \$25**

Primary Registrant's Name: \_\_\_\_\_ Age \_\_\_\_\_

Additional family members participating (please indicate age):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\*This year all runners will receive a Screamin' Eagle bandana! T-shirts will be available for purchase\*

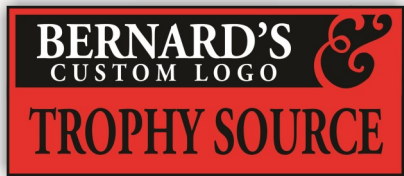
For more information please contact Caitlin Goodwin (race director) at [cgoodwin@mcgrawschools.org](mailto:cgoodwin@mcgrawschools.org) or call 607-836-3600 ext. 4789 Additional registration forms can be downloaded from [www.mcgrawschools.org](http://www.mcgrawschools.org)

Please return or mail registration form, waiver and payment to:

Screamin' Eagle  
C/O McGraw Jr. Sr. High School  
10 West Academy St  
McGraw NY 13101

\*Please make checks payable to McGraw Jr. Sr. High School\*

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# WAIVER OF LIABILITY

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the Screaming Eagles 3K Family Obstacle Mud Run (the "Race"), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE McGraw Central School District, the Board of Education of McGraw Central School District, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities of the race, including, but not limited to, neck and spinal injuries which may result in complete or partial paralysis, brain damage, injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the muscular skeletal system, injury or impairment of future abilities to earn a living, to engage in business, social and recreational activities, and generally to enjoy life. I also understand that the race includes obstacles and use of trails and other "off track" and ungroomed conditions which have a heightened risk of injury. I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that McGraw Central School District does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York and that any mediation, suit, or other proceeding must be filed or entered into only in New York and the federal or state courts of New York. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

5. I hereby give consent for emergency transportation and treatment in the event of illness or injury. I hereby accept responsibility for the payment of any emergency transportation or treatment on behalf of the participant. I further certify the participant is in good physical condition, and has no medical or physical conditions that would resist his/her participation in this event.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. Alternatively, if I am below 18 years of age, my parent or legal guardian has signed below as well.**

\_\_\_\_\_  
Participant's Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For Participants Under the age of 18:

I (we) am the parent or legal guardian for the above named minor participant in the race. I (we) have read and are aware of the foregoing release signed by our child and we agree to its terms.

\_\_\_\_\_  
Parent's Name (Print)

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Date