



THE MERCY FOUNDATION

MOOSE RUN 2019

Saturday, May 4, 2019

Youth Run 9:00am start

5K/10K 9:30am start

Moose Lake, MN (City Park)



5K event: Walk, run, or push a stroller.

10K event: Run the scenic course (no walkers, please).

Free Youth Run: Designed for kids 10 and under (remember to sign the liability waiver)

Location: All events start and finish in the Moose Lake City Park (300 Birch Ave).

Note: **Dogs not allowed in the City Park nor on the course** (insurance restriction)



The Perks:

- **Long sleeve T-shirts** provided to participants (While supply lasts)
- **Free Online Registration!** <http://www.mooselakechamber.com/moose-run.php>
- **Chip timing** with fast and accurate results!
- **Individual results emailed** to those who use online registration!
- Free download of **finish line photos** available later the day of the event!
- **Medals** given to top age/gender winners three deep!
- Water stations available on course!
- **100% of profits donated** to local charities or non-profits!

Cost

\$25 in advance (ends 11:59PM April 28th) and \$35 afterwards

If the event is canceled due to severe weather or natural disaster, no refunds will be issued.

Registration

Online registration preferred...and FREE!

Forms can be downloaded from the Moose Lake Chamber of Commerce website

<http://www.mooselakechamber.com/moose-run.php> or picked up at First National Bank of Moose Lake.

Registration is permitted on race day but please arrive early. (Pre-registration is strongly encouraged)

Send completed registration form, signed waiver, and check made out to "Moose Run" to:

Moose Run c/o First Nat'l Bank of Moose Lake, PO Box 429, Moose Lake, MN 55767

Questions? Contact Byron Kuster 218-485-8511 or Rick Bothwell 218-485-4441 (w) or 218-380-5348

Or email us at mercymooserun@outlook.com

Registration Form and Release of Liability for "Mercy Foundation Moose Run"

PRINT NAME: _____ PHONE _____ EMAIL _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

Circle preferences: EVENT: 5K Run/Walk 10K Run GENDER: M F
T-SHIRT SIZE preferred: XS S M L XL XXL DATE OF BIRTH: ____/____/____

AGE CATEGORY on race day: under 18, 18-24, 25-35, 36-45, 46-55, 56-69, 70+ AGE on RACE DAY: _____

I agree with all the terms of the PARTICIPANT WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT below (Sign below to indicate agreement with terms)

Adults: X _____
Signature of Adult Participant (18 years old or older) indicating agreement with terms of waiver shown below. Date Signed

Minors: Print Name of Minor: _____

X _____
Signature of Parent/Legal Guardian of Minor indicating agreement with terms of waiver for MINORS Date Signed



Event Name: Mercy Foundation Moose Run 2019 Event Date: May 4, 2019 Event Location: Moose Lake, MN Sanction #: 19-30-015

For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing me, the undersigned, to participate in the USA Track & Field sanctioned event described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and wellbeing at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Track & Field, Inc., its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such

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Liabilities which any may be incurred as the result of such claim. I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. (Revised 10/14/2010)



PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT form for MINORS (Under Age 18)

Event Name: Mercy Foundation Moose Run 2019 Event Date: May 4, 2019 Event Location: Moose Lake, MN Sanction #:19-30-015
For and in consideration of USA Track & Field, Inc. ("**USA Track & Field**") allowing the minor identified below to participate in the USATF sanctioned event described above (**the "Event" or "Events"**); I, for myself, and on behalf of Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators,

successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, that I am responsible for the Minor's safety and wellbeing at all times and under all circumstances while at the Event site.

2. I understand and acknowledge the risks and dangers associated with the Minor's participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and will represent an extreme test of the Minor's physical and mental limits. I understand that the Minor's participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizer; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of the Minor's participation in any Event.

3. I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Event, and the condition and adequacy of the Minor's equipment.

4. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, I and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Track & Field, Inc., its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to the Minor's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. (Revised 10/14/2010)

End