



Kids Race Waiver/Agreement

For and in consideration of Via Events, Inc. (and its affiliates, Via of the Lehigh Valley, Inc. and Via Foundation, Inc.), allowing the minor identified below to participate in the Kids Race for Via as part of the Lehigh Valley Health Network Marathon for Via (Kids Race for Via hereafter), 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 Kids Race for Via; 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 Kids Race for Via. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Kids Race for Via, that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the Kids Race for Via 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 in the Kids Race for Via 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 Kids Race for Via 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 Kids Race for Via, 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 Kids Race for Via.
3. I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Kids Race for Via, 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, and further agree to Indemnify, Defend and Hold Harmless the following parties: Via Events, Inc. (and its affiliates, Via of the Lehigh Valley, Inc. and Via Foundation, Inc.), Super Race Systems, the City of Allentown, the City of Bethlehem, the City of Easton, the County of Lehigh, the County of Northampton, the Pennsylvania Department of Transportation, the Township of Salisbury, the Township of Bethlehem, the Township of Palmer, the Borough of Freemansburg, and any other municipality, if any, which the event route goes through, all officials and employees, officers and directors of the aforementioned, all volunteers, all sponsors, officials, race directors, and their representatives, successors, and assigns, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys 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 Kids Race for Via, 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.

MINOR #1: Print Name: _____ Age: _____ Date of Birth: ____/____/____ Male Female

MINOR #2: Print Name: _____ Age: _____ Date of Birth: ____/____/____ Male Female

MINOR #3: Print Name: _____ Age: _____ Date of Birth: ____/____/____ Male Female

X _____ /____/____
Signature of Parent/Legal Guardian for Minor(s) Date Signed

Parent or Guardian Information (must be complete)

Table with 4 columns: First Name, Last Name, Phone, Email. Row 1: Address, City, State Zip

X _____ /____/____
Signature of Parent/Legal Guardian for Minor(s) Date Signed

336 West Spruce Street | Bethlehem, PA 18018
610-317-8000 | fax 610-867-5385
ViaNet.org | Via@ViaNet.org



Via's Mission: Helping the people we serve reach their full potential.