

**Assumption of Risks, Responsibilities, and Liability Waiver for Participants
Tree Lafayette Timber Run 5K Run/Walk**

PLEASE READ THE FOLLOWING CAREFULLY, BY SIGNING THIS DOCUMENT, YOU GIVE UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.

I _____ acknowledge that I am participating in the Tree Lafayette Timber Run 5K Run/Walk and/or 1 Mile Fun Run.

Assumption of Risks: I understand that participating in this event can cause injury. I understand that I will be in unfamiliar surroundings and will be exposed to risks to my person or possessions, whether they are apparent to me or not. I certify that I am in good physical health and fit to participate. I understand that participating in this event carries an inherent risk of injury to my person and damage to my property. I freely and voluntarily accept and assume all such risks, dangers, and hazards. Accordingly, I understand that despite its efforts, Lafayette Tree Fund, Inc. AKA Tree Lafayette and the City of Lafayette will not be able to ensure my complete safety at all times from such risks and dangers.

Assumption of Responsibility: I understand that Tree Lafayette or the City of Lafayette do not carry accident nor injury insurance for my benefit. I agree to be accountable in all respects for my own actions and not to ask Tree Lafayette or the City of Lafayette or any of their affiliates, agents, employees, volunteers, officers, directors, any and all sponsors, and their successors or assigns to accept the consequences thereof; further, I agree to be responsible for any claims made against Tree Lafayette and the City of Lafayette in relation to such actions. It is my responsibility to ensure that I have taken adequate steps to minimize the risks of death, injury, illness, property loss, and emotional duress. My signature below is given freely in order to indicate my understanding and acceptance of these realities. I recognize that neither Tree Lafayette nor the City of Lafayette will supervise my activities during my participation in this event.

Liability Waiver: I release and hold harmless Tree Lafayette and the City of Lafayette and any of their affiliates, agents, employees, volunteers, officers, directors, any and all sponsors, and their successors or assigns from any and all liability for any loss, damage, injury, or expense that I or my next of kin may suffer as a result of my participation in this event, including, but not limited to, accidents, acts of nature, horseplay, and any and all expenses which I may incur in connection with any aspect of the 5K Run/Walk or 1 Mile Fun Run even if the same are caused by negligence. I understand that this agreement is binding upon me and upon my heirs, next of kin, executors, personal representatives, administrators and assigns, in the event of death. Further, I hereby grant Tree Lafayette full permission to any and all of the foregoing to use any photographs, motion pictures, recordings, or any other record of these events for any legitimate purpose, including commercial advertising, without monetary payment to me. (This information is protected by the Privacy Act).

Signature of Participant: _____ Date: _____

Signature of Parent/Legal Guardian: _____