

the Youngstown Road Runners Club  
presents the



# Weight Watchers Walk-It Day 5K

Sunday, May 22nd 10 AM

Mill Creek Metro Parks Farm, Canfield, OH 44406

**Date:** May 22, 2011

**Time:** Registration 9 AM Start time 10 AM

**To Register:**

Early Registration thru May 14th \$17

After May 14th \$20

Register online at: [www.runsignup.com](http://www.runsignup.com) or mail in application to:

YRRC PO Box 2817 Youngstown, Ohio 44511 Checks Payable to: YRRC

**Shirts:** are guaranteed to those who register before April 29th and while supplies last for those who register after April 29th.

**Location:** Mill Creek MetroParks Bikeway across from the Canfield Fairgrounds  
Columbiana Canfield Rd (Route 46)

**Early Walk Packet Pick-up:** Weight Watchers Creekside Plaza  
Boardman, Ohio 11:30AM - 4PM Friday May 20, 2011.

**Information:** Websites [rrca.org](http://rrca.org) & [ytownrunners.org](http://ytownrunners.org)

*REFUNDS, EXCHANGES OR TRANSFERS, WAIVER MUST BE SIGNED.*

NO

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone \_\_\_\_\_ Email \_\_\_\_\_

Shirt Size: S M L XL XXL 3XL 4XL

# Youngstown Road Runners Club Presents WeightWatchers® Walk-It Day 5K

NO REFUNDS, EXCHANGES OR TRANSFERS. WAIVER MUST BE SIGNED. INCOMPLETE APPLICATIONS CANNOT BE PROCESSED. CHECKS PAYABLE TO: YRRC and MAIL ENTRY TO: PO Box 2817 Youngstown, Ohio 44511 (mail-in entries must be postmarked by 5/13/11).

## **PARTICIPANT AND VOLUNTEER WAIVER**

You represent and warrant to the Road Runners Club of America ("RRCA") and Youngstown Road Runners Club ("CLUB") and Weight Watchers International ("WWI") 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"). 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.

## **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 AGREE TO ABIDE BY ANY DECISION OF ANY EVENT OFFICIAL RELATIVE TO YOUR ABILITY TO SAFELY COMPLETE THE EVENT. 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, AND YOU ARE VOLUNTARILY ENTERING THE EVENT AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATION, INCLUDING, BUT NOT LIMITED TO, FALLS, THE EFFECT OF THE WEATHER, INCLUDING HEAT AND/ OR HUMIDITY, TRAFFIC AND THE CONDITIONS OF THE COURSE. HAVING READ THIS WAIVER, 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 OR ANYONE ELSE ENTITLED TO ACT ON YOUR OR THE REGISTERED PARTY'S BEHALF DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE CLUB, WEIGHT WATCHERS INTERNATIONAL, INC., AND THE ROAD RUNNERS CLUB OF AMERICA, AND ALL OF THEIR RESPECTIVE REPRESENTATIVES, ASSIGNS, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FOR ANY AND ALL LIABILITY FROM ANY AND ALL PRESENT AND FUTURE CLAIMS AND LIABILITIES OF ANY KIND, KNOWN OR UNKNOWN, ARISING FROM PARTICIPATION IN THE EVENT OR RELATED ACTIVITIES BY YOU OR ANY REGISTERED PARTY EVEN THOUGH SUCH CLAIM OR LIABILITY MAY ARISE OUT OF NEGLIGENCE OR FAULT ON THE PART OF ANY OF THE FOREGOING PERSONS OR ENTITIES.

THE CLUB, RRCA AND WWI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE EVENT OR ANY CANCELLATION, INTERRUPTION OR DELAY THEREOF OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY INJURIES, THEFT, LOSS OR DAMAGE TO PERSON OR PROPERTY SUFFERED IN CONNECTION WITH THE EVENT OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONAL DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE LOSS, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE EVENT IS AT YOUR SOLE RISK. THE CLUB, RRCA AND WWI EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

## **IMAGE RIGHTS**

You agree that the CLUB, RRCA and WWI may tape and photograph you during and in connection with your participation in the event and that the CLUB shall be the exclusive owner of the results and proceeds of such taping and photography with the right to copyright, to use and to license others to use in any manner in all media now known or hereafter devised, throughout the world, in perpetuity, all or any portion thereof or of a reproduction thereof in connection with all activities publicizing or otherwise promoting the event in general as well as the specific run in which you are participating. Without limitation of the foregoing, RRCA and WWI shall each have the right to photograph, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse your image or likeness in connection with the event, the advertising, marketing and promotion of the event and the products and services of RRCA and WWI, including trade and institutional advertising purposes. You hereby grant permission to the CLUB, RRCA and WWI use your name and likeness in any such tape, photograph, and any other record of your participation in the event in any and all of their publications, including website entries, without payment or any other consideration.

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.

Participant Name (Parent Name if signing for a minor): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_