

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of the Twizted Zombie 5k Fun Run ("Event") organized by Creative Works Farm ("CWF"), of 528 Rock Mountain Lane, Crimora, Virginia, 24431 and/or use of the property, facilities and services of CWF, at the event site, 107 Creative Works Lane, Waynesboro VA on Saturday, September 13, 2014. I, _____ (name), of _____ (city), _____ (state), agree for myself, or for a minor under the age of eighteen for whom I am signing, and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by CWF, or the employees, representatives or agents of CWF.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge CWF for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of CWF, whether caused by the fault of myself, my family, CWF or other third parties. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Event. I waive my insurers' right to make a claim against the Released Parties based on insurance payments made to me or on my behalf for any reason. I know that running a race is a potentially hazardous activity. I should not enter unless I am medically able and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of the weather, traffic and the conditions of the road, all such risks being known and appreciated by me. I represent that I am physically able to undertake all physical activities involved in the Event.
3. I agree to indemnify and defend CWF against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of CWF.
4. I agree to pay for all damages to the facilities of CWF caused by my or my family's negligent, reckless, or willful actions
5. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
6. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
7. Medical Treatment: Participant agrees to allow medical treatment if necessary during the event if participant is unable to communicate due to medical emergency. Participant does hereby release and forever discharge CWF and any of its affiliates, from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with the Event.
8. Photograph and Media Release: The Participant does hereby grant and convey unto CWF all rights, title, and interest in any and all photographic images and video or audio recordings made by CWF during the Participant's Activities with Twizted Zombie 5k Fun Run, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks. I represent that I am or my minor child is physically able to undertake all physical activities involved in the 2014 Twizted Zombie 5k Fun Run. In consideration of minor participant being permitted to participate in activities, the undersigned parent(s) or guardian, on behalf of the parent, parent's heirs, parent's personal representatives or assigns, do hereby forever release, waive, discharge and covenant not to sue Creative Works Farm, Twizted Zombie 5K Fun Run, and Sponsors of the Event, including their officers, directors, employees, affiliates, independent contractors, coaches and volunteers, from liability for any and all claims, demands, injuries, actions, active or passive negligence or other causes or actions whatsoever arising out of or connected with the use of any of the services or facilities involved with the 2014 Twizted Zombie 5k Fun Run. It is understood and agreed that Creative Works Farm, Twizted Zombie 5k Fun Run, and Sponsors of the Event, their officers, employees and agents shall not be liable for any such claims. I hereby consent and affirm the foregoing Liability Waiver. By affirming and consenting to the liability waiver of risk agreement, it is my intention that terms of the document by and through my consent are as effective.

Name of Participant (Print) _____

Name of guardian (if participant is a minor) _____

In case of an emergency, please call _____ (Relationship: _____) at
_____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____