

HOMES FOR OUR HEROES 5K REGISTRATION FORM

(Please Print)

PARTICIPANT INFORMATION			
Last name:		First:	Middle:
Birth date: / /	Age:	Sex: <input type="checkbox"/> M <input type="checkbox"/> F	
Street address:		Phone no: ()	
P.O. box:	City:	State:	ZIP Code:

Email Address: _____

IN CASE OF EMERGENCY		
Name of local friend or relative (not living at same address):	Relationship to participant:	Phone no.: ()
<p>Please read the attached waiver and agreement carefully. They include releases of liability and waiver of legal rights, and deprive you of the ability to sue certain parties. By agreeing, you acknowledge that you have both read and understood all text presented to you as part of the registration process.</p> <p>I agree to the Whole Man Ministries of NC - REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver") By signing my name below, I assert that I have reviewed and agree to all of the waivers and agreements.</p>		
_____ <i>Participant/Parent/Guardian Signature</i>		_____ <i>Date</i>

Send to:
Whole Man Ministries, 3916 Old Lexington Rd SE, Winston-Salem, NC 27107

Whole Man Ministries of NC REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

I know that running a road race is a potentially hazardous activity. I should not enter and run unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all risks associated with running in this race, including, but not limited to, falls, contact with other participants, the effects of the weather including high heat and humidity, traffic, and the conditions of the road, all such risks being known and appreciated by me.

Having read this waiver and knowing these facts and in consideration of your accepting my entry, I for myself and anyone for whom I am entitled to act, waive, release, and will hold harmless Whole Man Ministries of NC, the Homes for Our Heroes Project, the Twin City Track Club, Inc., the City of Winston-Salem, the race organizer, all other sponsors, and all the agents, employees, officers, directors and volunteers working for those entities from all claims and liabilities of any kind arising out of or related to my participation in this race. I understand that headphones, baby joggers or strollers, roller skates and dogs are not allowed in this event unless explicitly authorized by the race organizer. I understand that photos taken at the race may be used in future promotions.

I, am entering, for and in consideration of "Whole Man Ministries of NC do exercise my right by choice to participate in "Homes for Our Heroes 5K and Fun Run on West-end Blvd. on June 21st, 2014 In Winston-Salem," an event sponsored by 'Whole Man Ministries of NC', and 'Homes For Our Heroes', whereby other participants from the community will participate in various activities related to running, jogging, walking and fitness workout , do hereby agree to release, indemnify and hold harmless, Whole Man Ministries of NC, its agents, officers and employees and volunteers from any and all claims, liabilities, demands, damages, actions or causes of action of any kind or character (including, without limitation, attorney's fees, costs and expenses) that may arise in any manner by reason of death, injury damage to my person or property or both as a result in my participation in "The Homes for Our Heroes 5K and Fun Run."

1. Representations. You represent and warrant that you are in good physical condition, are able to safely participate in the Event and have no medical condition that would make your participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and understand that this Agreement and Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by Active or the Whole Man Ministries of NC, Inc. and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Event and to obey all local, state and federal civil and criminal laws while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities or property. You agree that Event officials may dismiss you, without refund, should your behavior endanger the safety of or negatively affect the Event. You understand and agree that neither Active nor the Whole Man Ministries of NC, Inc. is responsible for any personal item or property that is lost, damaged or stolen at the Event. You understand and agree that Whole Man Ministries of NC, Inc. reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or-for-any reason that would affect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of your payment unless authorized by the Whole Man Ministries of NC, Inc.

2. Use of Likeness. You hereby grant Whole Man Ministries of NC, Inc. the holder of the Event permission to record your voice and photograph you in conjunction with the Event. You understand and agree that the term "photograph" as used herein encompasses both still photographs and video recordings. You further grant Active and Whole Man Ministries of NC, Inc. full unrestricted rights to the use of your photograph, voice, and likeness in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any purpose including without limitation any commercial purpose.

3. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE ACTIVE AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE.

WHOLE MAN MINISTRIES OF NC, INC; ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE WHOLE MAN MINISTRIES OF NC, INC. SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WHOLE MAN MINISTRIES OF NC, INC. SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY WHOLE MAN MINISTRIES OF NC, INC.; (D) PERSONAL INJURY NOT CAUSED BY WHOLE MAN MINISTRIES' GROSS NEGLIGENCE; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WHOLE MAN MINISTRIES' SITE (G) ANY OTHER MATTER RELATING TO THE WHOLE MAN MINISTRIES' SITES, OR THE WHOLE MAN MINISTRIES' PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE EVENT. YOU AGREE THAT THE WHOLE MAN MINISTRIES' MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY THE WHOLE MAN MINISTRIES' FROM YOU.

4. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE WHOLE MAN MINISTRIES OF NC AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FROM ALL DAMAGES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS AND DEMANDS MADE BY ANY PARTY AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES, COSTS, CLAIMS AND DEMANDS CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, (B) YOUR USE OF ACTIVE OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT AND WAIVER AND/OR THE TERMS OF SERVICE LOCATED AT <http://www.wholemanministries.com/5krun>

5. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE WHOLE MAN MINISTRIES' SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WHOLE MAN MINISTRIES' MAKES NO WARRANTY THAT THE ACTIVE SITES' SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. WHOLE MAN MINISTRIES OF NC AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS EMPLOYEES, AGENTS, PARTNERS AND LICENSORS 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. WHOLE MAN MINISTRIES OF NC DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN, OR PROVIDED IN CONNECTION WITH, THE ACTIVE SITES. WHOLE MAN MINISTRIES OF NC IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

6. **Applicable Law; Consent to Jurisdiction.** You agree that the statutes and laws of the State of North Carolina will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with WHOLE MAN MINISTRIES OF NC relating to this Agreement and Waiver resides in the courts of Forsyth County, North Carolina, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Forsyth County, North Carolina in connection with any such dispute including any claim involving WHOLE MAN MINISTRIES OF NC or its subsidiaries, affiliated entities, or entities that control or are controlled by WHOLE MAN MINISTRIES OF NC singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors, and assigns.

7. **Severability.** You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

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 AGREEING TO THIS 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.

I understand this authorization is in affect for one calendar year. A photocopy shall be considered as valid as the original.