

THE 2018 BRINKS COLOUR RUN



Assumption of Risk and Warning of Risk Waiver and Release of Claims (“Assumption & Release”)

Please sign, print and date below to indicate your agreement to the following:

I, on behalf of myself and any Participant/s for whom I am purchasing tickets for, understand that participating in the Brinks Festival Colour Run is a potentially hazardous activity where powdered colour will be thrown at and around Participants during the course of the event.

I, and the Participant/s I am purchasing tickets for, agree not to participate unless **I/we are medically and physically able**, which I am solely responsible to determine.

I agree, on behalf of the Participant/s I am purchasing tickets for, to abide by any decision of a race official relative to the Participants ability to safely complete the race, which decision is at the sole discretion of the race official and I agree lack of a decision does not create any liability whatsoever.

I, and the Participant/s I am purchasing tickets for, assume all risks associated with competing in the Brinks Festival Colour Run including, but not limited to, slips, falls, contact with other Participants, negligent or wanton acts of other Participants, any defects or condition of premises, or colour zones, the effects of the weather including high heat, cold temperatures, storms and/or humidity. **All such risks being known, assumed and appreciated by myself and the participant/s I am purchasing tickets for.**

I agree, on behalf of the Participant/s I am purchasing tickets for, that the **Brinks Festival Colour Run is not responsible for any personal items or property** that are lost, stolen, stained or damaged at/or during the event.

I consent to, on behalf of the Participant/s I am purchasing tickets for, emergency medical care and transportation in order to obtain treatment in the event of injury to myself, and the Participant/s I am purchasing tickets for, as medical professionals may deem appropriate. This Assumption and Release 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.

I understand and agree, on behalf of the Participant/s I am purchasing tickets for, that **pets are not permitted** to accompany the Participant/s in the race, and **children under the age of 12** are not permitted to participate or accompany other participants in the race unless a parent or guardian accepts a waiver on their behalf.

I grant permission, on behalf of all Participant/s I am purchasing tickets for, to the Brinks Festival Colour Run, its affiliates and sponsors to use any photographs, motion pictures, recordings or any other record of this event for any purpose including, but not limited to, promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of the Brinks Festival Colour Run.

I agree, on behalf of the Participant/s I am purchasing tickets for, to indemnify the Brinks Festival Colour Run, its affiliates and assigns, from any and all third-party claims caused in whole or in part by our actions.

I, and the Participant/s I am purchasing tickets for, understand that some of the course may go through water, coloured corn starch or mud, which has not been tested for chemicals or disease.

I, and the Participant/s I am purchasing tickets for, assume risk of wild animals and insects that may be present on the course.

I, and the Participant/s I am purchasing tickets for, recognise and acknowledge that there are certain risks of physical injury to Participants in the Brinks Festival Colour Run, and **I voluntarily and knowingly agree to assume the full risk of any and all injuries, damages or loss, regardless of severity**, that I, or the Participant/s I am purchasing tickets for, may sustain as a result of said participation.

I further agree to waive and relinquish all claims I, and the Participant/s I am purchasing tickets for, may have (or which may accrue to us) as a result of participating in these activities against the Brinks Festival Colour Run, including its owners, managers, officers and the race officials, agents, volunteers, sponsors, and the owners and operators of the venue (hereinafter collectively referred to as “Administrators”).

Participants registering for the race, programs/activities must recognise that there is an inherent risk of injury when choosing to participate in recreational activities/programs.

I agree that I am solely responsible for determining if I, and the Participant/s I am purchasing tickets for, am physically fit and/or skilled for the race or activities contemplated by this Assumption and Release. It is always advisable, especially if the Participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

I have read and fully understand the above important information in this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the Brinks Festival Colour Run from all liability on my and any Participant I am signing on behalf of, (b) waiving my and the Participants' right to sue the Brinks Festival Colour Run, (c) and assuming all risks of the Participant's participation in this event, including travel to and from the event or any events incidental to this activity. I understand that I am responsible for the obligations and acts of the Participant/s I am signing for as described in this document. I agree to be bound by the terms of this document.

PARTICIPATION WILL BE DENIED, if I have not accepted this waiver before the start of the event.