

## **Sri Chinmoy Marathon**

Rockland Lake State Park, Congers, NY Friday, August 23, 2024, 7:00 AM



----- OFFICIAL MAIL-IN ENTRY FORM ------

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INSTRUCTIONS		
1. <b>ENTRY FORM:</b> Please fill in all fields. Participant must be 18 or older.		
2. <b>WAIVER:</b> Fill in participant name, age on race day, sign and date.		
<ol> <li>PAYMENT: Early Entry: \$60, we must <u>receive</u> entry by Jul. 31. Late Entry: \$75, we must <u>receive</u> entry by Aug. 18. Make check or money order out to "Sri Chinmoy Marathon Team". Do not mail cash.</li> </ol>		
4. <b>MAIL TO</b> : Sri Chinmoy Marathon, 150-47 87 <sup>th</sup> Ave., Jamaica, NY 11432-3309. Entries received after Aug. 18 will NOT be accepted. No race-day registration.		
T-SHIRT SIZE Unisex / Men's Women's Fitted		
TALLA DE CAMISETA	🗌 X-Small 🗌 Small 🔲 Medium 🔲 Large 🗌 X-Large 🔲 2XL	
FIRST NAME NOMBRE		
LAST NAME APELLIDO		
DATE OF BIRTH FECHA DE NACIMIENTO	MONTH     DAY     YEAR       Més     DÍA     AÑO   AGE ON RACE DAY EDAD (EN EL DÍA DE LA CARRERA)	
STREET ADDRESS DIRECCIÓN		
	APT.	
<b>CITY</b> CIUDAD	STATE       ESTADO	
ZIP postal	COUNTRY (IF NOT USA) PAÍS (SI NO EE.UU.)	
TELEPHONE teléfono		
EMAIL correo electrónico		
ESTIMATED FINISH TIME		
SIGNATURE FIRMA	—————————————————————————————————————	

## PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

## **Event Name: Sri Chinmoy Marathon**

Event Date: Friday, August 23, 2024

## Event Location: Rockland Lake State Park, Congers, NY



For and in consideration of the Sri Chinmoy Marathon Team ("SCMT") allowing me, the undersigned, to participate in the SCMT event described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

- 1. I hereby represent that (i) I am at least eighteen (18) years of age (or this Agreement is agreed to by my parent, natural guardian, or legal guardian (the "Guardian")); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
- 2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.
- 3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
- 4. I understand and acknowledge that wheeled locomotion of any kind is not permitted in this event, including, but not limited to, strollers, wheelchairs, bicycles, unicycles, rollerblades, roller skates, skateboards and scooters. I also understand and acknowledge that pets, whether leashed or unleashed, are not allowed in this event.
- 5. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the Sri Chinmoy Marathon Team, its members, clubs, associations, sport disciplines and divisions; the event directors, the host organization and the facility, venue and property owners or operators upon which the Event takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
- 6. As a condition of my participation in the Event, I hereby grant the Sri Chinmoy Marathon Team a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting SCMT Events. The foregoing grant, however, does not constitute consent for the SCMT or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

Participant's Name (print)	Participant's Age on Race-Day
Guardian's Name (if participant is under 18)	
Signature of Participant (or Guardian)	
Date Signed ( MM / DD / YY )//	