



Run and Roll for the Dole Waiver and Release for Minor Participant and/or Volunteer:

In consideration of the undersigned (**the participant and participant's parent or guardian**) being given the opportunity to take part in the Run and Roll for the Dole Duathlon on Sunday, October 17, 2010, in any manner whatsoever, presented, sponsored, operated or provided by the City of Crystal Lake, the Village of Lakewood, McHenry County, and the Lakeside Legacy Foundation, the undersigned hereby recognizes, acknowledges and assumes any and all risk of injury (including death) pertaining to taking part in the Run and Roll for the Dole Duathlon.

The undersigned (**the participant and participant's parent or guardian**) acknowledges that the Run and Roll for the Dole Duathlon is not a closed race. The City of Crystal Lake, the Village of Lakewood, and McHenry County will provide traffic control at major intersections along the race course within their corporate boundaries, but the undersigned acknowledges that there will be multiple intersections along the race course in which traffic control will not be provided. The undersigned (**the participant and participant's parent or guardian**) recognizes that caution must be taken while participating in the Run and Roll for the Dole Duathlon and will exercise due care and caution when crossing those intersections which do not have traffic control in the same manner as those that have traffic control present and will be aware that the course is still open to vehicular traffic.

The undersigned (**the participant and participant's parent or guardian**) also acknowledges that he/she has received and reviewed pertinent printed materials relating to the Run and Roll for the Dole Duathlon and agrees to participate voluntarily and at his/her own risk. The undersigned affirmatively states that he/she does not suffer from any type of ailment, illness or disorder that affects or may affect the undersigned's ability to participate in the Run and Roll for the Dole Duathlon. The undersigned hereby acknowledges and assumes any and all risk of injury (including death) with relation to any type of ailment, illness, disorder or abnormality, whether known or unknown.

The undersigned (**the participant and participant's parent or guardian**) hereby releases and agrees to defend, indemnify and hold the City of Crystal Lake, Village of Lakewood, McHenry County, and the Lakeside Legacy Foundation, its officials, agents and employees harmless from any and all liabilities, claims, injuries or damages of whatever nature, arising from, as a result on account of, directly or indirectly, observing or participating in the Run and Roll for the Dole Duathlon.

Any and all questions or concerns shall be brought to the attention of Lakeside Legacy Foundation prior to participating in the Run and Roll for the Dole Duathlon. The City of Crystal Lake, the Village of Lakewood, McHenry County, and the Lakeside Legacy Foundation reserves the right to deny participation to any person for any reason whatsoever.

This Waiver of Liability and Hold Harmless Agreement shall be governed by the laws of the State of Illinois and jurisdiction shall be proper only in the County of McHenry, State of Illinois. The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this agreement.

The undersigned (**the participant and participant's parent or guardian**) must complete this waiver in order to participate in the Run and Roll for the Dole Duathlon.

Signature of Participant

Date

I am the parent and natural guardian or legal guardian of the above-signed minor child participant and in consideration of the permission extended to my child to participate in the event. By my signature, I certify the participant: (1) is my minor child or ward; and (2) has no history of injury or disease which might be affected by this event. I further represent that I am in fact acting in my capacity as parent or guardian, and understand and agree to the terms of the above waiver and release.

Signature of Parent and natural guardian or legacy guardian

Date