

# Bear Lake

## Marathon • Half Marathon • 10K

# 2009

Each participant must complete and sign this form. Incomplete entry forms will not be accepted. Only one person per application. Photocopies are permitted. MAMMOTH MARATHONS IS NOT RESPONSIBLE FOR LOST, LATE OR MISDIRECTED APPLICATIONS.

**Saturday, June 13,**

### Marathon

\$50 through May 12

\$60 after May 12

### Half Marathon

\$40 through May 12

\$50 after May 12

### 10K

\$30 through May 12

\$40 after May 12

**Your entry fee includes:**

Cotton T-Shirt • Finisher's award

Choose Race:  Marathon  Half Marathon  10k

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Gender:  Male  Female Birthdate: \_\_\_\_\_ Age (on race day) \_\_\_\_\_

Email Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Country: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

T-Shirt Size:  S  M  L  XL  XXL

Would you like a running shirt instead of the cotton T-shirt? (+\$5.00)  Yes  No

### WAIVER (MUST BE SIGNED)

In Consideration of Mammoth Marathons allowing me to participate in any event (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, parents, 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"); I hereby represent that I am in good health and in proper physical condition to 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. I understand and acknowledge the physical and mental demands associated with participation in a marathon, half marathon or any other endurance run, and realize that running such Events is inherently dangerous. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; and other situations beyond the immediate control of the Event Organizers. 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 acts, inaction or negligence 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 the Event. I agree to be familiar with and abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Counties and States, Venues and Property Owners upon which the Event takes place, 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 reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I hereby grant full permission to Mammoth Marathons to use any names, photographs, video or other record of this Event for any legitimate purpose at any time. I further understand that there are no entry refunds, exchanges, transfers or rollovers, and that Mammoth Marathons, in its sole discretion, may delay or cancel the Event if it believes the conditions on the race day are unsafe for reasons including, but not limited to, weather conditions, natural disasters or other causes. I hereby warrant 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 the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Total amount Enclosed \_\_\_\_\_

Please make your check payable to: **Mammoth Marathons.**

Mail the completed form with check or money order (US funds only) to:

Mammoth Marathons • 1762 East 500 South • Price, UT 84501



**www.mammothmarathons.com**