## **Blood Rock Race**

### PRINTABLE REGISTRAITON FORM

Please fill out the registration form completely. The form will not be accepted if any part is left blank or any question not answered. Be sure to initial all blanks requiring initials. Please Print. All information must be legible, or the application will be rejected. All Information is REQUIRED.

Runner Information:

First Name	Name Last Name						
Street Address:	Appt or Suite #						
City		Stat	e			Zip	
Email		Phone	# (at rac	e)			
Gender	Birthdat	e/	_/		Age on I	Race Day	
Emergency Contact Name: _					Phone #		
List any medical conditions S Please give any information Attach additional sheets if n	that will hel					-	
1)							
2)							
3)							
2024 Blood Rock 100 Mile	\$ 280.00	(+.09 Tax	\$25.50)	=\$ 3	05.50	\$	
2024 Blood Rock 50 Mile	\$135.00	(+.09 Tax	\$12.15)	=\$ 1	.47.15	\$	
2024 Blood Rock 55K	\$ 110.00	(+.09 Tax	\$ 9.90)	=\$	119.90	\$	
2024 Blood Rock 25K	\$ 85.00	(+.09 Tax	\$ 7.65)	=\$	92.65	\$	
					Total	\$	
Please select shirt size. The	shirts will be	gender s	pecific te	ech s	hirts. Plea	se circle your choice.	
Women's X-Small Women's Small Women's Medium Women's Large Women's X-Large			Men's Small Men's Medium Men's Large Men's X-Large Men's XX-Large				
Make check Payable to: <u>Sou</u>	theastern Ti	rail Runs		Ma		neastern Trail Runs Normandy Ln	

Chelsea, AL 35043

# AGREEMENT OF RELEASE AND WAIVER OF LIABILITY FOR THE BLOOD ROCK 100 & 50 MILE, 55K & 25K RACES

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE AGREEMENT AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of being permitted to register and/or participate in, including without limitation by observing, the activities for which you are registering (the "Event"), on behalf of yourself and any personal representatives, assigns, heirs, executors, successors and next of kin, you understand, agree, warrant and covenant as follows:

1. Authority to Register. You represent and warrant to the Southeastern Trail Runs, LLC that you have full legal authority to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or any party for whom you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Southeastern Trail Runs refers to Southeastern Trail Runs, LLC, and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Southeastern Trail Runs singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this Agreement and Waiver on their behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. While Southeastern Trail Runs, LLC strongly supports equal access for all persons to the Event, discretion is advised in registration for this uniquely difficult activity.

- 2. ASSUMPTION OF RISK. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE EVENT, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY INJURY OR ACCIDENT WHICH MAY OCCUR DURING THE EVENT, WHILE YOU ARE ON THE PREMISES OF THE EVENT, OR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT. YOU UNDERSTAND THAT PARTICIPATING IN THE EVENT IS VERY HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU ACKNOWLEDGE AND AGREE THAT THE EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. YOU ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY, RANGING FROM RISK OF MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, TRAFFIC AND CONDITIONS OF ANY ROAD, TRAIL, OR EVENT VENUE.
- 3. 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 Southeastern Trail Runs or the Event organizer 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 Southeastern Trail Runs nor any Event organizer is responsible for any personal item or property that is lost, damaged or stolen at the Event. You understand and agree that Southeastern Trail Runs 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 Southeastern Trail Runs.

- 4. Use of Likeness. You hereby grant Southeastern Trail Runs and the holders 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 Southeastern Trail Runs and the holder of the Event 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.
- 5. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE SOUTHEASTERN TRAIL RUNS 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. LIABILITY WILL BE GRANTED TO YOU ONLY IN THE CASE OF INTENTIONAL OR CRIMINAL NEGLIGENCE, AS DETERMINED IN A COURT OF LAW.
- 6. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SOUTHEASTERN TRAIL RUNS 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 VOLUNTARY 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 SOUTHEASTERN TRAIL RUNS OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT AND WAIVER.
- 7. Applicable Law; Consent to Jurisdiction. You agree that the statutes and laws of the State of Alabama, United States of America, without regard to the conflict of laws principles thereof, will apply to all matters relating to this Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Southeastern Trail Runs relating to this Agreement and Waiver resides in the courts of Shelby County, Alabama, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Shelby County, Alabama, in connection with any such dispute including any claim involving Southeastern Trail Runs or its subsidiaries, affiliated entities, or entities that control or are controlled by Southeastern Trail Runs singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors, and assigns.
- 8. 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.
- 9. YOU AND SOUTHEASTERN TRAIL RUNS SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER YOU OR SOUTHEASTERN TRAIL RUNS, LLC, AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE BLOOD ROCK RACE AND/OR ANY CLAIM OF INJURY OR DAMAGE.
- 10. If your actions in any way cause Southeastern Trail Runs LLC to employ the services of any attorney in order to secure compliance with your obligations with respect to the Blood Rock race, to defend itself against claims of third parties , to recover damages for your failure to comply with the rules and guidelines associated with the Blood Rock race, or otherwise due to your actions which in any way result in damage to Southeastern Trail Runs LLC, you shall reimburse Southeastern Trail Runs LLC upon demand for any and all reasonable attorney's fees and expenses so incurred by Southeastern Trail Runs LLC.

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.

Event Name: Blood Rock Races (100 Mile, 50 Mile, 55K and 25K Races)

Event Location: Pelham, Alabama

Event Date(s): 12/01/2023 - 12/03/2023

#### RRCA Waiver:

I know that running the Blood Rock race is a potentially hazardous activity, which could cause injury or death. I will not enter and participate unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform this event, and am in good health, and I am properly trained. I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the race and agree to abide by them. I assume all risks associated with running in this event, including but no limited to: falls, physical contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators including the potential the contraction of a communicable disease resulting from contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators. I assume all risks including: the effects of the weather; high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road including surrounding terrain not limited to trails and other off road course features. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <a href="https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html">https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html</a>. I assume all such risks being known, appreciated, and accepted by me.

I understand that bicycles, skateboards, baby joggers/strollers, roller skates or inline skates, animals, are not allowed in the race, and I will abide by all race rules. Having read this waiver and knowing these facts and inconsideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release Southeastern Trail Runs LLC, the Blood Rock race, Oak Mountain State Park, the city of Pelham, Alabama, the High Hampton Neighborhood and the Road Runners Club of America, all event sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. In addition, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in this event. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in this event and personally assume this risk.

I grant permission to all of the foregoing to use my photographs, motion pictures, recordings or any other record of this event for any legitimate purposes. I understand that this event does not provide for refunds in the event of a cancellation, and by signing this waiver, I consent that I am not entitled to a refund if the event is cancelled before or during the event.

I agree not to participate in this event if I have not been feeling well prior to the event or if I have been around anyone including but not limited to family members who have not been feeling well prior to the event.

#### I also agree to the following Alabama State Parks waiver:

Being of lawful age, for and in consideration of entry on or the use of park land or property, do hereby release and forever discharge the State of Alabama, Department of Conservation and Natural Resources, Parks Division, or its agents, employees or partners, from any and all actions, causes of actions, claims and demands for, upon, or by reason of any damage, loss, or injury, expenses and compensation whatsoever, which the undersigned now has/have or which hereafter may accrue on account of or in any way of growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences therefore resulting or to result from the accident, casualty, or event which might occur while in the use of or upon park land or property.

In further consideration of entry on or the use of park land and property, the participant/ undersigned herby agrees to save harmless and indemnify the said State of Alabama, Department of Conservation and Natural Resources, Parks Division, or its agents, employees or partners, of and from any and all expenses arising because of any claim which may hereafter be presented by anyone for loss and damage or personal injury as a result of any accident occurring in or upon park land.

The participant / undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this RELEASE contains the entire agreement between the parties hereto, and that the terms of this RELEASE are contractual and not a mere recital.

BY PROCEEDING WITH REGISTERING FOR THE BLOOD ROCK RACE, AND ELECTRONICALLY INITIALING THIS WAIVER ON ULTRASIGNUP, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE AGREEMENT AND AGREE TO THE TERMS SET FORTH ABOVE.

#### **Refund and Transfer Policy**

The Blood Rock races does not give full refunds after October 1st, 2023. If you cancel your Blood Rock entry and request a refund or transfer, the amount of the refund or transfer will be based on the Blood Rock refund and transfer schedule shown below. You must initial each of the three tiers indicating that you understand and accept the refund and transfer policy of all Blood Rock races. I further understand that transfers and credit are good for one calendar year.

I agree to and understand the Blood Rock policies on Refunds and Transfer	rs. I have read the policies in the
runner's manual or on the website and accept all terms and conditions. $\_$	(Initial)

#### Tier One:

I understand that that if I cancel my Blood Rock registration before October 1st, 2023 and request a refund, I will receive 100% of the Registration Fee. The refund does not include Taxes and Fees collected by Ultrasignup, our registration company, or applicable add-on charges. I further understand that if I request my registration to be transferred to the 2024 Blood Rock Race, my race entry will be moved to 2024. I also understand that I may request a 100% credit good for any future Southeasetern Trail Runs races. \_\_\_\_\_\_ (Initial)

#### Tier Two:

I understand that that if I cancel my Blood Rock registration Between October 1st, 2023, and November 1st, 2023, and request a refund, I will receive 80% of the Registration Fee. The refund does not include Taxes and Fees collected by Ultrasignup, our registration company, or applicable add-on charges. \_\_\_\_\_\_ (Initial)

I understand that that if I cancel my Blood Rock registration Between October 1st, 2023, and November 1st, 2023, and request a Transfer to the 2024 Blood Rock Race, my entry will be transferred to the 2024 Blood Rock Race. I further understand the if I cancel my Blood Rock Registration and request a Southeastern Trail Runs Credit, I will receive a 100 % Credit good for any future STR Race. There will be no additional fees. Applicable add-on charges will not be Transferred or included in Credits. \_\_\_\_\_\_ (Initial)

#### Tier Three:

I understand that that if I cancel my Blood Rock Race registration after November 1st, 2023, NO REFUDN WILL BE GIVE. (Initial)

I understand that that if I cancel my Blood Rock Race registration after November 1st, 2023, and request a Transfer to the 2024 Blood Rock Race, My entry will be rolled over to the 2024 Race. (Initial)

I understand that that if I cancel my Blood Rock Race registration after November 1st, 2023, and request a Credit, for a future STR race, I will receive a credit of 75% of the registration price. I understand that the refund does not include Taxes and Fees collected by Ultrasignup, or applicable add-on charges . \_\_\_\_\_\_ (Initial)

#### **Blood Rock Date Change and Run Cancellation:**

Southeastern Trail Runs reserves the right to CHANGE the Blood Rock race date or CANCEL the race due to conditions beyond our control. Such conditions as: (1) Acts of God. (2) Pandemics. (3) Other extreme conditions such as fire danger, landslides or flooding on or near the course. (4) Date changes or cancellation required by the permitting agencies, Oak Mountain State Park, Alabama State Parks, Shelby County, The City of Pelham or any other organization granting us use trails, State Park or other agencies. (5) Extreme weather conditions before or during the event. If a date change or run cancellation is made after October 1st, no refunds will be given. For DATE CHANGES, all registered runners will be automatically moved to the new run date. Runners that are not able to run on the new run date may request that their entry be transferred to the 2024 race. In the event of RUN CANCELLATION, all registered runners will be Transferred to the 2024 race.

I understand the Blood Rock Race may be cancelled due to circumstances beyond the contro Trail Runs. I agree that if the run is cancelled on or before October 1st, I may request an 80% registration fee. The refund will not include fees charged by Ultrasignup, taxes collected or a charges (Initial)	refund of the race
I understand the Blood Rock Race may be cancelled due to circumstances beyond the contro Trail Runs. I agree that if the run is cancelled after October 1st, no refunds will be given. All e automatically rolled over to the 2024 run (Initial)	
I understand the Blood Rock Race date may be changed due to circumstances beyond the co Southeastern Trail Runs. I agree that if the date change occurs on or before October 1st, I may refund of the race registration fee. The refund will not include fees charged by Ultrasignup, to applicable add-on charges (Initial)	ay request an 80%
I understand the Blood Rock Race date may be changed due to circumstances beyond the co Southeastern Trail Runs. I agree that if the date change occurs after October 1st, no refunds entries will be automatically rolled over to the new run date. Runners not able to run on that be transferred to the 2024 race (Initial)	will be given. All
SIGNATURE OF RUNNER Date_	
PRINT NAME:	
Unsigned entries will not be accepted. Parents must sign for children under 19-years-old.	
PARENT OR GARDIAN SIGNATURE IF UNDER 19	_ Date
Please print all 6 pages. You must sign and initial all spaces and return the completed form.	

Sorry this is such a "PAIN!" The trail running world is changing.