

Caring Community Foundation
"Breakfast in Bed" Race
Saturday April 18th, 2015 10:00am-4:00pm
Downtown Cary
2015 Registration Form

Team Information (4 runners and 1 rider)

Team Name: _____

Team Captain: _____

Category: Family Corporate School Business Misc

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Email Address: _____

Indicate T-shirt Size: S M L XL

Team Member 2: _____

Phone: () _____ Email Address: _____

Indicate T-shirt Size: S M L XL

Team Member 3: _____

Phone: () _____ Email Address: _____

Indicate T-shirt Size: S M L XL

Team Member 4: _____

Phone: () _____ Email Address: _____

Indicate T-shirt Size: S M L XL

Team Member 5: _____

Phone: () _____ Email Address: _____

Indicate T-shirt Size: S M L XL

Company Information (If sponsored by a company)

Company Name: _____ Contact Person: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Email Address: _____

Registration - \$130.00 per bed

Amount: \$ _____ Check Cash Visa MasterCard American Express

Name on Card: _____ Card Number: _____

Exp. Date ____/____/____ Security Code: _____

T-shirts are:
* Adult unisex sizes
* Gildan
* Preshrunk 100% cotton

Please make all checks payable to Caring Community Foundation
All team and individual donations will go directly to help cancer patients in the Triangle area

If you would like to make an additional donation please enter amount here: _____

In honor of: _____

CCF BED RACE – ACKNOWLEDGMENT AND RELEASE

I, as a participant in a bed race organized by The Caring Community Foundation, Inc. (“CCF”), as a condition of my participation and after having had a full opportunity to consult with an attorney regarding the consequences of my entering into this Acknowledgment and Release, freely and voluntarily state and agree as follows:

I ACKNOWLEDGE AND AGREE THAT MY PARTICIPATION IS AN INHERENTLY DANGEROUS ACTIVITY.

I ACKNOWLEDGE THE DANGERS OF PARTICIPATING, including, without limitation: dangers due to equipment failure or inadequate safety equipment; dangers arising out of the use of any equipment provided by others, if any; any failure to safeguard me from harm; and the possibility of serious and permanent physical injury, mental trauma, or death.

THEREFORE, for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively, my “Successors”), **I HEREBY ASSUME ALL RISK AND DANGER AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES TO PERSON OR PROPERTY THAT MAY RESULT FROM MY PARTICIPATION, AND HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND COVENANT NOT TO SUE OR MAINTAIN ANY LEGAL CLAIM OR ACTION ADVERSE to CCF**, as well as any employees, agents, officers, directors, or affiliates, predecessors, successors or assigns of CCF, all those supporting or assisting me, including the rendering of professional assistance or advice, and which includes medical assistance such as (but not limited to) the assessment and monitoring of my physical condition (collectively, all such above entities or persons being referred to as the “Releasees”), **FROM ANY AND ALL RIGHTS AND CLAIMS OF ANY KIND, INCLUDING CLAIMS ARISING FROM THE RELEASEES’ OWN NEGLIGENCE, WHICH I HAVE OR WHICH MAY HEREAFTER ACCRUE TO ME, AND FROM ANY AND ALL DAMAGES OF ANY KIND WHICH MAY BE SUSTAINED BY ME DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OR ARISING OUT OF, MY PARTICIPATION.**

I agree that if I or anyone on my behalf brings any claims or action which would be barred by this Acknowledgment and Release, the Releasees will be entitled to recover from me the attorneys’ fees and costs incurred in defending against that action, including the attorneys’ fees incurred in presenting the defense of release.

I agree that this Acknowledgment and Release is contractually binding, and the foregoing are not mere recitals and that the terms of this Acknowledgment and Release may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. Every term and provision of this Acknowledgment and Release is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable to the fullest extent permitted by law.

I ACKNOWLEDGE THAT BY SIGNING BELOW, I AM ASSUMING RISKS, AND THAT I AM AGREEING NOT TO SUE OR BRING A LAWSUIT; AND THAT I AM RELEASING FROM LIABILITY THE ABOVE RELEASEES. I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS ACKNOWLEDGMENT AND RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES, AND IT APPLIES TO ALL BED RACE - RELATED ACTIVITIES INVOLVING RELEASEES.

IN THE EVENT OF ANY JUDICIAL OR LEGAL PROCEEDING OF ANY KIND REGARDING THIS ACKNOWLEDGMENT AND RELEASE, I UNDERSTAND AND AGREE THE SUCH PROCEEDING WILL BE GOVERNED BY THE SUBSTANTIVE LAW OF NORTH CAROLINA, REGARDLESS OF ANY CHOICE OF LAW PRINCIPLES, AND ANY SUCH PROCEEDING SHALL BE BROUGHT IN THE JURISDICTION OF NORTH CAROLINA BEFORE THE STATE OR FEDERAL COURT HAVING VENUE FOR WAKE COUNTY, NORTH CAROLINA.

I HAVE READ THE ABOVE AND BY SIGNING AGREE THAT IT IS MY EXPRESS INTENT TO EXEMPT AND RELIEVE THE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE IN CONNECTION WITH MY PARTICIPATION.

I also irrevocably consent to the use of my name, picture, voice and/or likeness in any advertisement, marketing collateral, website and/or materials prepared by or on behalf of CCF.

Signature: _____

Printed Name: _____

Date: _____