

FIVE AT THE FORT 2010 5K APPLICATION

Name _____
Address _____
City _____ State _____ Zip _____
Daytime Phone _____ Sex: Male _____ Female _____ Age on Race
Day _____
E-mail if available (to get race confirmation) _____

Age Group (Circle One) (Awards to top 3 in each age group):

13 and under 14-16 17-19 20-24 25-29 30-34 35-39 40-44 45-49 50-54 55-59
60+

T-shirt size (circle one) S M L XL XXL

Please sign the consent below and send this form with **FIFTEEN DOLLARS** (includes shirt if sent by June 23, 2010) with a check payable to **GYM INC.** to Five at the Fort, 2780 Timber Ridge Drive, Fort Loramie Ohio 45845 or drop this off form off at Dr. Ballas' office between Minster and Fort Loramie Ohio on the west side State Route 66.

All proceeds to Fort Loramie Football program through GYM INC.

PLEASE READ AND SIGN THIS FIVE AT THE FORT 5K CONSENT AND RELEASE FORM!

I the undersigned FIVE AT THE FORT Participant or the parent or legal guardian of the undersigned FIVE AT THE FORT Participant, if the FIVE AT THE FORT Participant is under the age of 18 (such FIVE AT THE FORT Participant, parent or legal guardian shall be referred to herein as the "Releasor), hereby accept the invitation of FIVE AT THE FORT sponsors ("Sponsor") for the FIVE AT THE FORT Participant to participate in the FIVE AT THE FORT , a 5 kilometer run to be held on July 4, 2010 at 8:30 A.M. in Fort Loramie, Ohio, and such other locations as may be designated by the Sponsors.

THE RELEASOR VOLUNTARILY ASSUMES ALL RISKS AND HAZARDS WHICH MAY CAUSE INJURY, DAMAGE OR LOSS TO THE FIVE AT THE FORT PARTICIPANT OR TO HIS/HER PROPERTY OR ANY PROPERTY IN HIS/HER POSSESSION, WHILE PARTICIPATING IN, AT OR EN ROUTE TO OR FROM THE EVENT. SPECIFICALLY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS ANY SPONSORS AND ITS STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ANY CLAIM, LOSS, LIABILITY, DEMAND, DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES) OF ANY KIND RESULTING FROM ANY INJURY, MEDICAL CONDITION OR COMPLICATION, OR DAMAGE OR LOSS OF ANY KIND TO THE FIVE AT THE FORT PARTICIPANT OR TO HIS/HER PROPERTY OR ANY PROPERTY IN HIS/HER POSSESSION, WHETHER CAUSED BY THE ACTS OR OMISSIONS OF THE SPONSORS OR ANY OF THE PERSONS MENTIONED ABOVE, THE ACTS OR OMISSIONS OF OTHER FIVE AT THE FORT PARTICIPANTS OR OTHER THIRD PARTIES.

Further, although the Releasor recognizes that no duty to do so exists or is hereby created, nevertheless in the event that the FIVE AT THE FORT Participant run Participant sustains any personal injury or medical condition or complication either before, during or after the Event, the Releasor authorizes the sponsor and/or its representatives to do either or both of the following, should they so choose:

a. The Releasor authorizes the sponsors and/or its representatives to voluntarily and gratuitously perform on-site treatment for the injury, condition or complication, and/or to voluntarily and gratuitously provide transportation for the purpose of obtaining treatment elsewhere. The Releasor expressly recognizes that any on-site treatment will not necessarily be performed by persons having medical training, including training as emergency medical technicians, and the Releasor acknowledges that the sponsors in no way represented that this treatment will be performed by persons having such training. The Releasor further understands that neither the sponsors nor its who perform any on-site treatment and/or provide any transportation for the purpose of obtaining treatment elsewhere will expect or accept any remuneration for the same. Therefore, and in return for this voluntary and gratuitous treatment and/or transportation, the Releasor specifically releases, indemnifies, and holds harmless the sponsors and its stockholders, officers, directors, employees, representatives and agents from any claim, loss, liability, demand, damages or costs (including attorneys' fees) of any kind of the FIVE AT THE FORT Participant resulting from such treatment and/or transportation, whether caused by the acts or omissions of the persons performing the treatment and/or providing the transportation, or otherwise.

b. The Releasor also authorizes the sponsors and/or its representatives to make arrangements with third parties for medical treatment for the injury, condition or complication, including but not limited to emergency, laboratory, diagnostic and/or surgical treatment, and/or to make arrangements with third parties for transportation for the purpose of obtaining such treatment. The Releasor expressly gives his/her consent for this treatment and/or transportation to any emergency medical services, physicians, nurses, other medical personnel, hospitals and/or medical transportation services that the sponsor, in its sole discretion, may select, and the Releasor specifically agrees that the Releasor will assume full responsibility for payment for such treatment and/or transportation. Finally, The Releasor acknowledges that he/she has carefully read and fully understands all of the provisions set forth in this Consent and Release, and has freely and voluntarily chosen to agree to the same. This Consent and Release shall be binding upon the heirs, administrators, executors and assigns of the FIVE AT THE FORT participant.

PARTICIPANT

PARENT OR LEGAL GUARDIAN (IF PARTICIPANT IS UNDER 18)

Signature

Signature

Relationship to Participant

Printed Name

Printed Name

Date

Date