



August 19, 2023  
Registration - 8:00 AM  
Race Start - 9:00 AM  
Nitro High School

Sponsored by:  
The Kiwanis Clubs of  
West Charleston and  
Greater Nitro

# 2ND ANNUAL KIWANIS 5K RUN/WALK

## Registration Form

Make Checks Payable to:  
The West Charleston Kiwanis Club  
C/O Royce S. Tanner

Mail Checks & Forms to:  
303 West Washington Street  
Charleston, WV 25302

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

Birthdate: \_\_\_\_\_

Gender (Circle One):    Male            Female            Prefer Not to Answer

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

Cell Phone: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Choose Race to Enter (Circle One):            5K Run            5K Walk

T-Shirt Size (Circle One):            XS    S    M    XL    2XL    3XL

## ***WAIVER AND RELEASE OF LIABILITY***

I acknowledge that running a road or other race is a potentially hazardous activity and may entail known and unknown or unanticipated risks, which could result in physical injury, death, or property damage. I hereby assume all risks associated with this event, including, but not limited to, falls, contact or confrontation with other participants, passers-by, or spectators, inclement weather, effects of weather (including high heat and/or humidity), traffic and/or road conditions, and other risks. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. These risks may also occur as a result of my own actions, inactions or negligence, as well as actions, inactions or negligence of others, weather conditions, condition of equipment, condition of the streets, facilities, and/or grounds, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time. I hereby agree to abide by any decision of a race official relative to my ability to safely participate, compete in, or complete the event. I acknowledge that I should not enter and run a race unless I am medically able and properly trained. As part of the consideration for my participating in the activity identified above, I hereby release, discharge, and hold harmless the race officials, sponsors, volunteers, TSR Timing Group, as well as any director, officer, employee, or any person acting in any capacity on their behalf (hereinafter collectively referred to as "Organizers") from all demands, claims, causes of action, suits, contracts, agreements, obligations, covenants, defenses, costs, liabilities and judgments, whatsoever, known or unknown, suspected or unsuspected, whether sounding in contract or in tort, in law or in equity, which I might have against any or all of them, arising from or related to my participation in the event. I hereby waive all claims and demands against the Organizers for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my participation in the Event and agree to indemnify, defend, and hold harmless the Organizers from all loss, liability, damages, costs, and expenses (including actual attorney's fees) arising from or related to same. In permitting myself to participate, I understand that my photograph/video may appear in publicity or brochures marketing programs and facilities. I understand that there are no rights granted to me to inspect or approve photographs/video prior to publication.

I understand and agree that neither Kiwanis International, The West Charleston Kiwanis Club, The Kiwanis Club of Greater Nitro, TSR Timing Group, The City of Nitro, Nitro High School, nor participating sponsors and supporters of those entities, successors, representatives and assigns, may be held liable in any way for any occurrence in connection with my participation in The 1<sup>st</sup> Annual Kiwanis 5K Run/Walk that may result in injury, death, or other damages to me or my family, heirs, or assigns, and in consideration of being allowed to participate in this event, I hereby personally assume all risks in connection with said event for

any harm, injury or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless said event and persons from any claim by me, or my family, estate, heirs, or assigns arising out of my participation in this event.

I further state that I am of lawful age and legally competent to sign this affirmation and release, or that I have acquired the written consent of my parents or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free will.

It is my intention by this instrument to exempt and release Kiwanis International, The West Charleston Kiwanis Club, and The Kiwanis Club of Greater Nitro club from all liability whatsoever for personal injury, property damage or wrongful death arising out of or in the course of my participation in this event.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AFFIRMATION AND RELEASE BY READING IT BEFORE I SIGNED IT.

_____	_____
Signature of participant	Date

_____	_____
Signature of parents or guardians where applicable	Date