



Jordan Pieniazek Heart of a Warrior 5K

A first annual run and walk to benefit the National Fallen Firefighter Foundation and the the Pieniazek family

May 21, 2017 at 8:00 AM

<http://www.heartofawarrior5k.com>

Course: Race starts near the funeral home parking lot and heads northwest around a loop finishing at the same place it started.

Registration: Pre-registration is available by mailing your entry form & fee postmarked by Friday, May 12 or online at www.sprunning.com by May 16 at 6 PM. Pre-registration fees for the 5K are \$30.00 & include a shirt. In-person registration at Fleet Feet during packet pick-up (includes shirt while supplies last).

Race Day Registration starts at 7:30 a.m. in the funeral home parking lot. Race Day registration fees are: \$35.00 for the 5K (includes shirt while supplies last).

Packet Pick-Up: Fleet Feet Blue Ash 9525 Kenwood Road, Cincinnati OH 45242 Friday, May 19th 10am-8pm and at Engine 19, 2814 Vine St Cincinnati OH on Saturday, May 20th 10am-8pm and race day.

Awards: Overall winners male and female runners - \$100 gift card. Overall winners male and female walkers - \$50 gift card. Medals to first and second place finishers in each age division.

Runner Divisions: 14 & under | 15-19 | 20-24 | 25-29 | 30-34 | 35-39 | 40-44 | 45-49 | 50-54 | 55-59 | 60 + | Clydesdale (Men 200 lbs+), Athena (Women 160 lbs+)

Walker Divisions: 29 & under | 30-39 | 40-49 | 50-59 | 60 + |

Post Race: Free Kid's fun run (10 and under) located near start and finish. Refreshments and door prizes for participants (must be present to win) after the race. Awards given to the division winners and overall winners.

Questions: Call 513-252-8219 or log on to <http://www.heartofawarrior5k.com>

Official Race Entry Form

First Name: _____ Last Name: _____

Gender: ___ M ___ F Age (on race day): _____ Clydesdale men 200 lbs+ ___ Athena women 160 lbs+ ___

Division: ___ 5K Run ___ 5K Walk

Shirt Size: S M L XL XXL child S M L Email: _____

Address: _____ Cell Phone #: _____

City: _____ State: _____ Zip: _____

Waiver (continued on the back side):

For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing me, the undersigned, to participate in the USA Track & Field sanctioned event described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, 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) I am at least eighteen (18) years of age (or this Agreement is agreed to by my parent, natural guardian, or legal guardian (the "Guardian")); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely 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, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
- I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event

Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). 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 negligent acts or omissions 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 any Event.

3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competition Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USA Track & Field, Inc., its members, clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the event directors, the host organization and the facility, venue and property owners or operators upon which the Event takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; 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 attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
5. As a condition of my participation in the Event, I hereby grant USA Track & Field, Inc., the event director and host organization a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, USATF, or the sport of Athletics. The foregoing grant, however, does not constitute consent for USATF or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, 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 my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement 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. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

In consideration of the acceptance of my entry, I hereby waive on behalf of myself, my heirs, executors, and assigns, any and all claims of any nature arising from or due to my participation in the Heart of a Warrior. I also hereby release Steve Prescott, USATF, all sponsors, workers, officials, and volunteers from any and all claims arising from or due to my participation in this event. I agree to follow all the rules of participation and acknowledge that the race committee may refuse or return my entry at its discretion. I understand the risks for such a run or walk, and have trained and prepared adequately in preparation for this event. I HAVE NOTED ANY MEDICAL CONDITION ON THE REVERSE SIDE OF THIS FORM. I permit the use of my name and picture participation in this event for publicity, for no additional consideration. I also understand that entry fees are non-refundable.

Signature_____ Date:_____

Parents Signature (if under 18)_____ Date:_____

Emergency Contact_____ Phone Number:_____

Mail this form and check by Wednesday, May 17, 2017 to: Heart of a Warrior 5k, c/o Steve Prescott, P.O. Box 454, Mason, OH 45040

Make check payable to: Red Door Church