DUSTY RAIL RALLY 5K - October 3rd, 2015

Proceeds benefit the Boys & Girls Club and Boy Scouts of America Custom Handmade Railroad Spike and Crossbuck Awards Tech T-Shirts for All Participants Post-Race Real Country Breakfast with all the Fixin's

<u>Course:</u> 5K participants will undertake 3.1 miles of Trilby's local hard roads, dirt roads, and the Withlacoochee State Trail. You will get Dusty, and you will run on former Railroad Tracks – which is why we call it the Dusty Rail Rally!

<u>Directions:</u> I-75 Exit 301 to SR 50. Turn right, heading east on SR 50. Turn right, heading south on US 98. Turn right onto Trilby Road at the blinking traffic signal. Immediately turn right onto Old Trilby Road. Trilby Masonic Lodge #141 will be on your left. Physical address is 21049 Old Trilby Road.



Early Registration (before Aug. 1): \$15 -- Late Registration (before Oct. 1): \$20 -- Race Day Registration: \$25

Name:								Checks payable to:	
Address: City St Zip:									Trilby Lodge No. 141 Attn: Dusty Rail Rally
Phone:									P.O. Box 335 Trilby, FL 33593-0335
Email: T-shirt size:	S	M	_	ΧI	XXL	Sex: N		F	(Registration Fees are non-refundable)  Age on Race Day:

For and in consideration of Trilby Masonic Lodge No. 141 allowing me, the undersigned, to participate in the Dusty Rail Rally 5k (the "Event"); 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");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (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. 2. I understand and acknowledge that participation in road running, and race walking Events is inherently dangerous and represents a test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to hazardous 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 local, state, and national laws, and Competition Rules established for the Event, including any safety regulations established for the benefit of all participants. Laccept 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: Trilby Masonic Lodge No. 141 F&AM, Grand Lodge of Free & Accepted Masons of the State of Florida, Event Organizers, Event Directors and Promoters, Sponsors, Advertisers, Coaches and Officials; Venue and Property Owners upon which the Event takes place; 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 reasonable 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

I hereby warrant that I 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.