

**BASE**  
**BORDEN**  
**Run**



**Course**  
**de la BASE**  
**BORDEN**

REGISTRATION FORM September 25, 2016  
Must accompany signed waiver

NAME: \_\_\_\_\_

RACE: 5K \_\_\_\_\_ 10K \_\_\_\_\_ 1/2 MARATHON \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DAY PHONE: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ MOBILE: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

EMAIL: \_\_\_\_\_

AGE ON RACE DAY: \_\_\_\_\_ AGE ON DECEMBER 31 2016: \_\_\_\_\_

DATE OF BIRTH: YYYY/MM/DD \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ SEX :M \_\_\_ F \_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

EMERGENCY CONTACT PHONE: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

MEDICAL CONDITIONS: \_\_\_\_\_

DATE OF REGISTRATION: \_\_\_\_\_

SHIRT\* MEN: S \_\_\_ M \_\_\_ L \_\_\_ XL \_\_\_ WOMEN: S \_\_\_ M \_\_\_ L \_\_\_ XL \_\_\_

\*Based on availability. Participants registered prior to August 26<sup>th</sup> 2016 are guaranteed shirts

## **WAIVER/RELEASE OF LIABILITY / DÉGAGEMENT DE RESPONSABILITÉ**

### **CANADIAN FORCES BASE BORDEN –BASE BORDEN RUN**

1. I recognize and understand that by participating in charitable sport and recreational activities organized and/or sponsored by Canadian Forces Base Borden, I could become injured or suffer adverse medical consequences in many different ways. I also understand that such risks include death, medical or physical disability and damage to my property.

2. Nevertheless, in consideration of the acceptance of my request to participate in the above-noted activities, I, the undersigned do hereby:

a. release and forever discharge the Canadian Forces Base Borden, its executive, instructors, sponsors, agents and members, as well as Her Majesty the Queen in Right of Canada, the Base Commander CFB Borden, all Canadian Forces Officers and Non-commissioned members, and all of Her Majesty's servants, agents and employees, from any and all claims for loss, injury or damage to persons or property and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever arising from, or contributed to by, my participation in the Base Borden Run activities, or arising from, or contributed to by, any travel to and/or from such activities; and

b. agree to indemnify and save harmless Canadian Forces Base Borden its executive, instructors, sponsors, agents and members, as well as Her Majesty the Queen in Right of Canada, the Base Commander CFB Borden, all Canadian Forces Officers and Non-commissioned members, and all of Her Majesty's servants, agents and employees, from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever, related, either directly or indirectly, to any loss, injury or damage to persons or property arising from, or contributed to by, my participation in the Base Borden Run activities, or arising from, or contributed to by, any travel to and/or from such activities.

3. This Waiver and Release shall be binding upon me and my heirs, executors, administrators and assigns.

### **BASE DES FORCES CANADIENNES BORDEN –BASE BORDEN RUN**

1. Je reconnais et je comprends que ma participation aux activités sportives et récréatives organisées et/ou parrainées par la Base des Forces canadiennes de Borden comporte des risques, entre autres, celui de me blesser de diverses manières ou d'éprouver divers problèmes médicaux. Je comprends aussi de tels risques comprennent décès, d'invalidité médicale ou physique et les dommages à ma propriété.

2. Cependant, en contrepartie de l'acceptation de ma participation aux activités susmentionnées, je, soussigné(e), conviens, par la présente, de :

a. libérer et de décharger à tout jamais la Base des Forces canadiennes de Borden son exécutif, ses entraîneurs, ses commanditaires, ses mandataires et ses membres, ainsi que Sa Majesté la Reine du chef du Canada, le commandant de la BFC Borden, tous les officiers et les militaires du rang des Forces canadiennes et tous les fonctionnaires, mandataires et employés de Sa Majesté, de toute réclamation concernant la perte, les blessures ou les dommages à l'égard de personnes ou de propriétés et de toute action, toute cause d'action, toute poursuite, toute dette, tout droit, tout compte, tout cautionnement, tout engagement, tout contrat ou toute réclamation ou demande de quelque nature que ce soit découlant de ma participation aux activités de la Base Borden Run ou survenant durant les déplacements à destination ou en provenance du lieu des activités;

b. dégager la Base des Forces canadiennes de Borden, son exécutif, ses entraîneurs, ses commanditaires, ses mandataires et ses membres, ainsi que Sa Majesté la Reine du chef du Canada, le commandant de la BFC Borden, tous les officiers et les militaires du rang des Forces canadiennes et tous les fonctionnaires, mandataires et employés de Sa Majesté, de toute responsabilité et revendication concernant toute action, toute cause d'action, toute poursuite, toute dette, tout droit, tout compte, tout cautionnement, tout engagement, tout contrat ou toute réclamation ou demande de quelque nature que ce soit étant directement ou indirectement reliés à une perte, à des blessures ou à des

dommages à l'égard de personnes ou de propriétés ou découlant de ma participation aux activités de la Base Borden Run ou survenant durant les déplacements à destination ou en provenance du lieu des activités.

3. Le présent dégageant de responsabilité me liera ainsi que mes héritiers, mes représentants et administrateurs successoraux et mes cessionnaires.

## **RACE ROSTER REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")**

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

In consideration of your accepting my entry, I, intending to be legally bound, do hereby, for myself, my heirs, executors, and administrators, forever waive, release and give up any and all claims, demands, liability, damages, costs and expenses of any kind whatsoever, including personal injuries to me or wrongful death against Base Borden Run Committee, Agents, or the Canadian Armed Forces, Base Borden Run, Base Borden, Ontario, Canada, Recreation and Parks Department, sponsors, volunteers, contractors, subcontractors and their employees, representatives, agents and heirs, which may arise from my participation in the Base Borden Run Sunday September 25, 2016 or while traveling to or from the event, even if caused in whole or in part by the negligence or other fault of the parties or person or persons I am hereby releasing, by the dangerous or defective condition of any property or equipment owned, maintained or controlled by them and/or because of their liability without fault. I FULLY UNDERSTAND I AM FOREVER GIVING UP IN ADVANCE ANY RIGHT TO SUE OR MAKE ANY CLAIM AGAINST THE PARTIES I AM RELEASING IF I SUFFER SUCH INJURIES AND DAMAGES EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES AND DAMAGES MIGHT BE AND AM VOLUNTARILY ASSUMING THE RISK OF SUCH INJURIES AND DAMAGES. I attest that I am physically fit and sufficiently trained for this strenuous competition. I will assume my own medical and emergency expenses in the event of an accident or other incapacity or injury resulting from or occurring in my participation. In consideration of this being an amateur event, I release the rights of any and all photographic material, motion picture, video tape, recordings and/or computer information organizers may wish to release for this event without obligation to me.

1. Authority to Register and/or to Act as Agent. You represent and warrant to RaceRoster.com, a subsidiary of Fast North Corp. ("RaceRoster") that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, RaceRoster refers to Fast North Corp. and any and all subsidiaries, affiliated entities, or entities that control or are controlled by RaceRoster singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE RACE ROSTER FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Limitation of Liability; Disclaimer of Warranties.

RACE ROSTER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE RACE ROSTER OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH RACE ROSTER OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF RACE ROSTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF RACE ROSTER IS AT YOUR SOLE RISK. RACE ROSTER IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RACE ROSTER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Race Roster makes no warranty that the Race Roster sites' services will be uninterrupted, secure or error free. Race Roster does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Race Roster sites. Race Roster is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Race Roster sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

4. Indemnification. You agree to indemnify and hold each of Race Roster harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of Race Roster or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at: <https://raceroster.com/terms-and-conditions/> by you.

5. Applicable Law; Consent to Jurisdiction. The Race Roster sites (excluding linked sites) are controlled by Race Roster from its offices within the Province of Ontario, Canada. By completing this event registration, both you and Race Roster agree that the statutes and laws of the Province of Ontario, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use or other use of the Race Roster sites. You agree that exclusive jurisdiction for any dispute with Race Roster resides in the courts of the Province of Ontario and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Province of Ontario in connection with any dispute including any claim involving Race Roster or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

6. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the Province of Ontario and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

**BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Signed: \_\_\_\_\_  
Print Name Signature

Dated: \_\_\_\_\_