

2012 NON-PARTICIPANT PACKET PICK-UP



In Order to have someone else pick up a packet on behalf of a participant the following **MUST** be completed:

Participant Last Name: _____

Participant First Name: _____

Sign AND notarize the waiver below

Participant Bib Number: _____

Provide a copy of the participant's Photo ID

Print the name of the individual picking up the packet below

WAIVER ING Miami Marathon and Half Marathon and/or 5K 2012 Weekend Event

By signing below (or, if submitted electronically, by clicking "I agree" to the above waiver which will constitute my valid signature), I acknowledge my understanding that my participation in the ING Miami Marathon and Half Marathon® and/or any pre- or post-race activities (the race and pre/post-race activities are individually and collectively referred to as the "Event") involves rigorous physical activity and that it potentially may be hazardous. I attest and verify that I am physically fit and have sufficiently trained for the Event and that, if appropriate, my physical fitness to participate in the Event has been verified by a licensed medical doctor. I expressly assume all known and unknown risks associated with the Event, including but not limited to: loss of or damage to my property; injury (including death); accidents; the effects of weather; terrain conditions that may vary widely, and that may include uneven and/or slippery surfaces, unpredictable spectators/participants, and natural and man-made obstacles (including without limitation, vehicles, security barriers, signs, cables, mats, and debris on the course); and the possibility that an Event may be postponed, ended early or cancelled altogether by Event or government officials.

In consideration of my participation in the Event, I, for myself, my heirs, executors, administrators, personal representatives, successors and assigns (a) waive and release any and all rights, claims and causes of action I have or may have against any Race Organizer (as defined below) that may arise as a result of my participation in the Event; and (b) agree to indemnify, defend, and hold harmless all Race Organizers from and against any and all injuries, losses, causes of action, liabilities, damages, expenses (including attorney's fees and court costs) or claims (collectively, "Claims") that might arise directly or indirectly from my participation in the Event and/or the condition of the course, property, facilities or equipment used for the Event, regardless of when such Claim may arise including, without limitation, Claims relating to (i) theft, loss or disappearance of property, (ii) bodily injury (including fatality), and (iii) property damage, for all claims and losses (including attorney's fees and court costs), which may be brought against any one or more of them by anyone claiming to have been injured or otherwise to have suffered loss or damage as a result of my participation in the Event. For these purposes, a "Race Organizer" is any one or more of the following: US ROAD SPORTS AND ENTERTAINMENT GROUP OF FLORIDA, LLC, THE ING MIAMI MARATHON AND HALF MARATHON®, US ROAD SPORTS 13.1, LLC, US ROAD SPORTS & ENTERTAINMENT GROUP, LP, US ROAD SPORTS & ENTERTAINMENT GROUP OF GEORGIA, LLC, US ROAD SPORTS & ENTERTAINMENT GROUP OF NEW JERSEY, LLC, US ROAD SPORTS & ENTERTAINMENT GROUP OF CHICAGO, LLC, HL RACING MANAGEMENT, LLC, FIT NATION FOUNDATION INC, CBANK and each of their respective subsidiaries, affiliates and lenders; Miami-Dade County, Miami-Dade County Parks and Recreation, City of Miami, City of Miami Beach, Bayfront Park, Miami Beach Convention Center; and all governmental agencies representing the territory in which the Event will be held and from which resources (such as, without limitation, fire, police and ambulance personnel) are provided; all sponsors, agents, vendors, medical personnel and contractors and volunteers of or for the Event; USATF officials; emergency (for example, fire and police) and all medical service providers; and the officers, directors, employees, representatives, affiliates, volunteers, agents, successors and assigns of each of the foregoing.

I further grant full permission to any and all Race Organizers to store, use, reproduce and/or resell my image or likeness by any audio and/or visual recording technique (including electronic/digital) now in existence or hereafter invented, for any legitimate purpose, including commercial sales and marketing purposes. I understand and agree that information about me that is collected by the Race Organizers, including without limitation information in the application this form, and my Event results, and any and all medical information that I may disclose to Event medical personnel, may be disclosed to third parties for any legitimate purpose, including research, commercial sales, and marketing purposes, and that it may be subject to re-disclosure by the recipient(s). I also grant the Event medical personnel and their respective agents and designees access to all medical records (and physicians) as needed and authorize medical treatment as needed. I acknowledge and agree to abide by any Official Rules for the Event that may be posted at the Event or on the Event's website or otherwise communicated to me verbally or in writing at the Event by Event officials. I hereby represent and warrant that I am 18 years of age or older or, if applicable, that I am the parent or legal guardian of the child under the age of 18 years old who I am registering for the Event and that I have the full power and authority to agree to these terms on behalf of such child, and to bind him/her to these terms.

I authorize the person named above as my duly authorized representative to pick up my race packet and/or material.

IF ATHLETE IS UNDER AGE 18: I am the parent or guardian of _____. I certify that my son/daughter has my permission to participate in the ING MIAMI MARATHON AND HALF MARATHON AND THE TROPICAL 5K. I have read and I understand the foregoing RELEASE AND WAIVER OF LIABILITY AGREEMENT (above) and by signing below intentionally and voluntarily agree to its terms and conditions and agree that its terms shall likewise bind me, my child, and our heirs legal representatives, and assignees. I further certify that my son/daughter is in good physical condition and is able to safely participate in the ING MIAMI MARATHON AND HALF MARATHON AND THE TROPICAL 5K. I hereby authorize medical treatment for him/her and grant access to my child's medical records as necessary.

Signature of Applicant or Legal
Guardian for participants under
18 years of age.

Date

Notary Public

Date

Notary Stamp

Date