SEPTEMBER 25, 2021
Official Entry Form

Important Note: Please read the Athlete's Participation Agreement and the Athlete's Waiver & Release of Liability Agreement on the next page. Both forms must be signed and returned in order to process your registration. Minors under 18 on Race Day must have a parent/legal guardian's signature.

First Name: _____ **Last Name:** _____

Address: _____ **Apt. #** _____

City: _____ **State:** _____ **Zip:** _____

Email: _____ **Phone:** _____

Gender: ___ Male ___ Female **Birth date:** _____ **Age on race day:** _____

Emergency Contact Name: _____

Emergency Contact Phone: _____ **Emergency Contact Relationship:** _____

Circle T-Shirt Size: (To guarantee shirt size you must register by Sept. 10)
Women's' Size: Small / Medium / Large / X-Large/ XXL
Unisex Size: X-Small / Small / Medium / Large / X-Large / XXL
Kids: Small/ Medium/ Large/ X-Large

Select entry fee.

_____July 25 – Aug 31: $30
_____Sept 1 – Sept 23: $35
_____Sept 24 - 25 (On-Site): $40
_____Kids (14 and under): $15

Registration for the Hey Hey 5k will close when the registration cap is reached or on September 25. The website will be updated when registration is full.

Cancellation Policy: Sorry, but we cannot offer refunds on entries due to injury or in the event the race is cancelled or shortened due to weather conditions. Entries may not be transferred to the next year. A participant may transfer a registration to another person; transfer fee will apply. Giving your bib to another person is forbidden and will result in automatic disqualification.

Make checks payable and mail to: Hey Hey 5k/ 8142 Hwy 57/ Baileys Harbor, WI 54202.

Confirmation sent via email. For complete information visit our website, heyhey5k.com.

Athlete's Participation Agreement. The Event: As used herein the term "Event" means not just the race itself that I have selected on the Entry Form, but also those activities sponsored, controlled or organized by the Peninsula Pacers, LLC (Hey Hey 5k), which I attend or participate during the race weekend. **Fitness:** I represent and warrant that I have sufficient experience with distance running, and that I have a sufficient level of fitness and health to participate in the Event. **Insurance:** I represent and warrant that I currently have, and shall maintain throughout the time that I train for and compete in the Event, valid and sufficient insurance (be it medical, accident, disability or life insurance) to protect my and my family's interests, or if I do not, that I hereby waive the opportunity to obtain such. I acknowledge the Hey Hey 5k is not an insurance company, and that no one has represented to me that the Hey Hey 5k has obtained insurance that would provide coverage to me. **Venue:** Any controversy or claim relating to the enforceability of, or arising out of, the Agreement or the Waiver & Release of Liability Agreement (collectively, the Agreements") or in any way relating to my attendance at or participation in the Event, shall be solely and exclusively resolved in the Circuit Court for Door County, Wisconsin (or, if removable, in the U.S. District Court for the Eastern District of Wisconsin). I waive any objections I might have to that venue or those courts exercising personal jurisdiction over me. **Applicable Law:** The internal laws of Wisconsin control the interpretation and enforcement of the Agreements and the parties deem this agreement to have been entered into in Wisconsin. **Choices:** I enter into these Agreements by my own free will, and acknowledge that I have choices relating to participation or not participation in this Event. I acknowledge that if I do not want to accept the terms offered in these Agreements, I can choose to forgo participation in this Event. **Media Consent:** I hereby grant Hey Hey 5k the right and permission (a) to use and authorize others to use photographic portraits and video of me, and to modify such portraits and video, for illustration, promotion or advertising purposes; and (b) to contact me for marketing purposes. **Medical Emergency:** In case of an emergency, I authorize the Hey Hey 5k to provide or authorize at my expense medical treatment and/or transport, and to contact the emergency contact person listed on the Entry Form, and disclose to him/her whatever information (including confidential medical information) the Hey Hey 5k in its discretion chooses to disclose. **Truth and Assigns:** I represent and warrant that I have read these agreements, and understand them, and that the information I provide in the Entry Form is true. I make these Agreements on behalf of myself, and on behalf of my heirs, of these representatives, successors and assigns. **Severability:** These Agreements are intended to be as broad and inclusive as permitted by Wisconsin law, and if any portion Agreements are held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. **Integration Clause:** As to any claim arising out of or related to my attendance or participation in the Event, these Agreements collectively: (a) supersede any previous oral or written promises or agreements, and (b) are not the result of or modified by any oral representations or statements of any agent or employee of Hey Hey 5k. These Agreements contain the only agreements between the parties regarding the Event, and may only be modified or terminated in a writing signed by myself and Hey Hey 5k.
READ ALL OF THE ABOVE BEFORE SIGNING BELOW

Athlete's Signature_____Date_____

Parent or Guardian's Consent and Agreement. I, the person signing below, represent and agree that: (1) I have the legal right to enter into the above participation agreement on behalf of the minor athlete named above (the "Athlete") (2) I hereby enter into the above participation agreement on behalf of myself and on behalf of the Athlete;(3) I agree to hold harmless, defend and indemnify the Release Parties from any and all claims of mine – and any spouse, heir, representative or assign of mine – arising from loss or damages (be it property or personal injury related) due to the Athlete's attendance at or participation in the Event.

Parent/Guardian Signature _____Date _____

Parent/Guardian Name _____Relationship_____

Athlete's Waiver & Release of Liability Agreement. I the athlete named below, want to participate in the Event (as that term is defined in the Athlete's Participation Agreement), and I am willing to enter into the following Agreement. In consideration of the Peninsula Pacers, LLC (Hey Hey 5k) allowing me to participate in the Event, by signing below I agree as follows: **My Knowledge of Risks:** I know that distance running is an action sport, carrying risk of personal injury. I know there are natural, man-made, mechanical and environmental conditions and risks that independently or in combination can result in participants in the Event sustaining injury (including permanent disability or paralysis), or in rare situations, sustaining injuries that result in death. I have either familiarized myself with the Event location generally and race specifically, or hereby voluntarily forgo that opportunity. **My Acceptance of Risks:** I hereby accept and assume all risks associated with attending and/or participating in the Event, and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risk, conditions and hazards which may exist during the Event, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in injury.
Waiver, My Responsibility for Injury Costs: I hereby waive all claims I may in the future have against any of the Release Parties (as that term is defined in the Athlete's Participation Agreement), relation in any way to personal injuries or death I sustain due to my attendance at or participation in the Event. I specifically release and discharge, in advance, the Release Parties from any and all liability that may arise out of any Release Party's negligence or carelessness in association with the Event (including but not limited to negligent rescue attempts) but I do not by this Agreement waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly. As to any claim released hereby, I agree not to sue any of the release Parties for such released claims. I agree to be personally responsible for any costs, expenses or damages arising out of or related to such released claims.

My Related Acknowledgements: I acknowledge that I have the right or opportunity to negotiate the terms of this Agreement, and I hereby waive any such right. I further acknowledge and represent that (a) I have read this Agreement and the Athlete's Participation Agreement. (b) I understand this Agreement; (c) I understand that by signing below I am giving up important legal rights that I might otherwise have; and (d) I am entering into the Agreement and choosing to participate in the Event without compulsion, and by my own free will.
THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT: READ ALL OF THE ABOVE BEFORE SIGNING BELOW

Athlete's Signature_____Date_____
(If the athlete is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into the Agreement by signing below)
Parent or Guardian's Representation, Consent and Waiver Agreement. I, the person signing below, represent and agree that (1) I have the legal right to enter into this Waiver & Release of Liability Agreement on behalf of the minor athlete named above (the "Athlete"), and (2) I hereby on the Athlete's behalf consent to and agree to all of the above terms. Furthermore, to the extent I have in the future any claims relating to the Athlete's attendance at or participation in the Event. I hereby waive release and discharge those claims hereby, including all claims for negligence, except that I do not waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly.

Parent/Guardian Signature_____Date_____

Parent/Guardian Name _____ Relationship _____