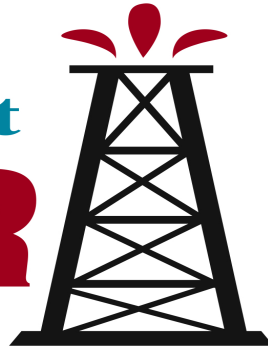


EXYGÖN and Baptist
Hospitals

GUSHER

Marathon ★ Half-Marathon ★ 5K
March 12, 2011 ★ Beaumont, Texas



Volunteer Information Form

Last Name First Name M.I.

Street Address

City State Zip Code

Email Address

Home Phone Cell Phone Club/ School Affiliation

Emergency Contact Name Emergency Contact Phone

Preferred Volunteer Opportunity:

Pick 2 or 3 areas of interest. Rank them in order of preference with number 1 being your first choice.

Pre Race:

Early Packet Pick-up Packet Preparation/ stuffing Chip Distribution Race Site Setup
 Late Packet Pick-up at Elegante 6pm to 11pm March 11th Race Day Packet Pick-up

During Race:

Water/ Aid Station (13 stations) Baggage Drop Course Monitors Finish Line
 Relay Exchange (4 locations) Bicycle Medic Race Results Traffic Control (Flaggers)

After Race:

Course Clean-up **Other Volunteer Role** _____

Hours of availability:

Please indicate if you are only available for a specific time period. Pre race setup will begin as early as 2 or 3 am and continue until about 7:00 am. The race officially begins at 7:30 am and the course will be open until about 2:30 pm. Course clean up will begin around 1:00 pm and continue until complete.

Volunteer Waiver

In consideration of your accepting this entry form, I being a volunteer of the 2011 Exygon and Baptist Hospitals The Gusher Marathon, Half Marathon & 5K ("Event") therefore accept all the following conditions on behalf of myself, intending to be legally bound for myself, my heirs, executors and administrators, and waive and release any and all rights and claims for damages I may have against Sports Society for American Health, and the officials and sponsors of the Event, and their respective successors, and assigns (collectively, the "Released Parties") for any and all injuries suffered by me in this event.

I agree to indemnify, defend and hold harmless the Released Parties from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), including but not limited to expenses incurred, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my breach or failure to abide by any part of this Waiver Agreement (ii) and/or my actions or inactions which cause injury or damage to any other person and/or (iii) the death, personal injury, or property damage, which may arise out of, result from, or relate to my volunteering in, or my traveling to or from the Event, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses.

I acknowledge that I am aware of the inherent risks of volunteering in an athletic event of this type. I understand that I will be volunteering in the Event at my own risk, that I am responsible for the risk of volunteering in the Event, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from my volunteering in the Event. I further understand that any injury or damages incurred may be the result of negligence, omission or carelessness by the Released Parties. Further, I grant full permission to any and all of the foregoing to use photographs, videotapes, motion pictures and recordings of me, my team or any other record of this event for any legitimate purpose. No refunds of entry fee. I COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released or discharged herein.

The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. **The parent or legal guardian who signs the Waiver Agreement agrees to indemnify, defend and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.**

If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

Signature

Date

Signature of Parent/Guardian (if under 18)

Date