



2009 ONE March

Registration Form and Event Release Waiver

3/14/2009



Please read this legal document carefully before signing. It includes a fundraising requirement, a waiver and a release.



ONE March School Registration Form

(to be completed by a school official)

School Name: _____

Street Address: _____

Town / City: _____

State / Province: _____

Zip / Postal Code: _____

Contact Person (1): _____

Business Telephone (required): _____

Cell Phone: _____

Email _____

Contact Person (2): _____

Business Telephone (required): _____

Cell Phone: _____

Email: _____

Estimated Number of Students
Participating: _____

Age / Grade Range of Students: _____



The above named academic institution agrees to participate in The “Q” Fund 2009 ONE March in accordance with the following guidelines:

- 1) The school assumes all responsibility for obtaining the local permits required (if any) to conduct the ONE March in its community.
- 2) The school assumes all responsibility for obtaining a release of liability for each student who participates in the ONE March.
- 3) The school agrees to collect the \$1 per person registration fee and forward a check for that amount to The “Q” Fund no later than sixty (60) days following the March in the prepaid envelope that will be provided upon receipt of this application.
- 4) The school agrees that in the event of the cancellation of the ONE March due to storm, rain, winds, inclement weather or other “acts of God”, the registration fee shall not be refunded.

(signature)

(printed name)

(title)

(date)



PART 'A': PARTICIPANT EVENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in The "Q" Fund sponsored ONE March ("**March**"), I, for myself, my personal representatives, assigns, heirs, and next of kin, we the undersigned, hereby agree as follows:

- A. Acknowledge, that I have voluntarily applied to participate in The "Q" Fund ONE March.
- B. Acknowledge, agree, and represent that I understand the nature of the activity and that I am qualified, in good health, and in proper physical condition to participate in such March and agree to abide by any decision of a school and (or) event official relative to my ability to safely complete the March. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the March.
- C. Fully understand that:
 - (a) the March involves risks and dangers of bodily injury ("**Risks**"), including but not limited to falls;
 - (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the March, effects of the weather including high heat and/or humidity, traffic and the condition of the road, or the negligence of the Releasees named below;
 - (c) there may be other Risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the March.
- D. Hereby release, discharge, and covenant not to sue The "Q" Fund, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the March takes place, (each considered one of the "**Releasees**" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise; and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
- E. We further shall reimburse The "Q" Fund for, defend, indemnify and hold The "Q" Fund harmless from and against any and all liability, including costs (including reimbursement of all attorneys fees and other costs of defense, or investigation), loss, damage, expense, claims (including claims of strict liability, negligence, and for any liability imposed by any statutes, rules, regulations, or common law), any suits, fines and penalties on account of any and all bodily injuries, death or damages to person or property to any persons arising directly or indirectly out of or in connection with our participation in the The "Q" Fund ONE March.
- F. I further certify that I am the authorized agent and have full authority to act on behalf of the organization or individual executing this Release and that I have full power and authority to execute such document for and on his or their behalf.



I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

(participant's signature)

(signature of parent or guardian if participant is under 18)

(printed name)

(printed name)

(date)

(relationship to minor)

(age)

(date)



PART 'B': PARENT / GUARDIAN RELEASE

If applicant is under eighteen (18) years of age, the parent(s) or guardian (s) must execute in addition to the above, this following waiver.

The undersigned referred to as the parent(s) and natural guardian(s) of, does hereby represent that he/she (they) is (are) in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as Releasees from all liability, loss, cost, claim or damage whatsoever may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned. The undersigned further agrees to be bound by all the terms in Part 'A' of this release.

(signature of parent or guardian)

(signature of parent or guardian)

(printed name)

(printed name)

(relationship to minor)

(relationship to minor)

(date)

(date)

MAIL COMPLETED FORM TO:

The "Q" Fund, Inc.
4741 Central Street, Suite 509
Kansas City, MO 64112
Fax: +1 (650) 618-1968
Phone: +1 (303) 804-7498

Checks can be made out to The "Q" Fund