



BEER MILE RULES, GUIDELINES & WAIVER

1. All participants must provide a valid photo ID on race day. I understand that if I am unable to provide a valid photo ID as legal proof of my age on race day, that I will not be able to participate and that I will NOT receive a refund.
2. All participants must sign the Waiver & Rules form. For teams, team captain will fill out waiver & rules online and teammate will fill out paper copy prior to the start of the event.
3. **You must have a designated driver in order to run the Beer Mile.** We will ask you to agree to this condition on race day. While we want everyone to have fun, safety is our number one concern. If you cannot demonstrate your safety plan to event officials you will not be able to participate in this event if consuming beer.
4. Each participant drinks four cans of beer and runs 4 laps around the course. The race sequence is 1st beer, 1st lap, 2nd beer, 2nd lap, 3rd beer, 3rd lap, 4th beer, 4th lap, and finish. See rule #6 if choosing not to consume beer.
5. Team participants must slap hands before starting the next leg and cannot touch their beer can until post hand slap.
6. There is no requirement, rules or pressure to drink any of the beers on the course. The beers provided during the one-mile course are completely voluntary. If a participant chooses not to drink the beer or finish a beer they can substitute the beer with a lap.
7. Participants consuming beer must open and consume the beer within the transition zone. You must hold the beer can upside down to show that it is empty (foam does not count) prior to leaving the transition zone. The beer must be consumed using the manufacture's opening. Beer cans cannot be modified in any manner, i.e. no shot gunning or alternate puncturing. Straws or other aids are not allowed when pouring.
8. Event organizers will provide the beer for consumption during the race. The beer provided will be a 12oz can with an alcohol content of 5% or greater.
9. Heckling is strongly encouraged but interfering with or touching another participant or their beer is a rule violation.
10. If a participant violates any rule then they must run a 'Victory Lap' which consists of an additional lap following their 4th lap WITHOUT having to drink another beer.
11. Participants who vomit for any reason prior to finishing their last lap must complete one Victory Lap after their 4th lap. Note: Vomiting more than once during the race still requires only one Victory Lap at the end.
12. Due to pre-registration costs, we are unable to provide refunds after 7/12/2018.
13. Please remember, ultimately, the goal here is to have fun, be safe and maybe raise a little money for a local non-profit organization.

WARNING: THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE WAVERLY OKTOBERFEST AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

WAIVER & RELEASE OF LIABILITY

As consideration for being permitted by Waverly Oktoberfest("WO") to participate in the 2018 Waverly Oktoberfest Beer Mile (the "Activity"), I agree to all the terms and conditions set forth in this agreement (the "Agreement").

1. I am at least 21 years of age.
2. I (i) am in good health and proper physical condition to participate in the Activity; (ii) am neither pregnant nor might be pregnant; (iii) have no existing or pre-existing heart conditions; and (iv) am not under the influence of any illicit or prescription drugs which may in any way impair my ability to participate safely in the Activity. It is my sole responsibility to determine whether I am sufficiently fit to participate in the Activity.
3. I understand and will abide by the Activity rules and regulations posted by WO.
4. I UNDERSTAND THAT THE ACTIVITY, WHICH INCLUDES CONSUMING ALCOHOL WHILE RUNNING, IS A DANGEROUS ACTIVITY THAT INVOLVES THE RISK OF SERIOUS INJURY, DEATH, PROPERTY DAMAGE AND OTHER UNKNOWN RISKS AND DANGERS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE RELEASEES DEFINED BELOW. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. I do not intend to drive during or after the Activity. I understand that, because of my participation in the Activity, my blood alcohol content will exceed legal limits and that driving in such a condition involves risk of serious injury, death or property damage to myself and others. I am solely responsible for arranging a safe ride home from the Activity.

6. I expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Releasees, arising out of or attributable to my participation in the Activity, whether arising out of the negligence of any Releasees or otherwise. I covenant not to make or bring any such claim against the any Releasees, and forever release and discharge the Releasees from liability under such claims. "Releasees" means Waverly Oktoberfest, promoters, race directors, sponsors, advertisers, host city, local organizing committees, venues and property owners of the venue where the Activity takes place, law enforcement agencies and other public entities providing support for the Activity, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, volunteers and successors and assigns.

7. I will defend, indemnify and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by/awarded against indemnified party, arising out or resulting from any claim of a third party related to the Activity.

8. This Agreement represents the complete understanding between WO and me regarding the subject matter contained in the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. If any provision of this Agreement is held to be unlawful, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any remaining provisions of the Agreement or invalidate or render unenforceable such provision in any other jurisdiction. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule.

By signing below, I acknowledge that I have read and understood all the terms of this Agreement and that I am voluntarily giving up substantial legal rights (including the rights of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns).