

THE TREE HOUSE

tour de Cookie

MAY
6th

ROCKVILLE, MD

BENEFITING THE TREE HOUSE CAC OF MONTGOMERY COUNTY, MD

Application Form (please type or print)

Name _____ Which Route? 12, 27, 43 Miles

Mailing Address _____

City _____ State _____ Zip _____

E-mail _____ Daytime Phone: _____

Sex: _____ Date of Birth ____/____/____ T-shirt Size (circle one) S M L XL XXL

Emergency Name/Phone Number _____

How did you hear about our event? _____

Type of Registration or Donation						Cost	Total
Individual						\$60	\$
Team Member*						\$55	\$
Team Name: _____							
Child 12 and Under Registration <i>(One Child 12 and under may ride FREE with paid adult entry. Additional children 12 and under can be registered for \$20 each. All registrations include a moisture wicking shirt and cinch bag.)</i>							
First Name	Last Name	Sex	Age	Child's T-Shirt Size (circle one)	Cost		
				S M L	Free	Free	
				S M L	\$20	\$	
				S M L	\$20	\$	
				S M L	\$20	\$	
				S M L	\$20	\$	
Additional Donation to The Tree House							\$
						TOTAL DUE:	<input type="text"/>

* If team does not already exist you must submit a minimum of 10 registrations to create the team at the time you submit this form.



Please submit your completed application with payment in full to:
 The Tree House CAC
 7300 Calhoun PI, Suite 600
 Rockville, MD 20855

Please make checks payable to: **The Tree House CAC**

IN ORDER TO REGISTER AND PARTICIPATE IN THIS ATHLETIC EVENT, YOU MUST READ, UNDERSTAND AND AGREE TO THE FOLLOWING ACCIDENT WAIVER AND RELEASE OF LIABILITY.

WAIVER

Accident Waiver and Release of Liability and Registration Agreement

By signing below, you agree, warrant and covenant as follows:

1. Authority to Register and/or to Act as Agent. You REPRESENT AND WARRANT to The Tree house Child Assessment Center (Tree House) that you have full legal authority to complete this event registration, including full authority to make use of the credit or debit card to which registration fees will be charged. In addition, if you are registering third parties, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, you agree that the terms of this Accident Waiver and Release of Liability and registration agreement shall apply equally to you and to any third parties for whom you are acting as agent.

2. Compliance with Children's Online Privacy Protection Act (COPPA). You represent and warrant that, in compliance with COPPA, you are over thirteen (13) years of age, and that if you are registering a child under fourteen (14) years of age you are the parent of such child, and do hereby consent to the collection of such child's personal information by TREE HOUSE.

3. Acknowledgment of RISKS. I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The RISKS include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released (as stated below), from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I CERTIFY that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I CERTIFY that I will properly wear a CPSC approved bicycle helmet. I understand and CERTIFY that I must obey all laws of the State of Maryland which may apply to my activities during this event, especially traffic laws. All traffic signals, devices, and other traffic rules apply to me during this event. Unless instructed to the contrary by a law enforcement official, I must comply with all traffic regulations.

4. Acknowledgment of WAIVER. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and my participation in this event and related activities, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) WAIVE, RELEASE AND DISCHARGE from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me THE FOLLOWING ENTITIES OR PERSONS: TREE HOUSE, Primary Care Coalition of Montgomery County, Montgomery County Health and Human Services, Montgomery County Government, Johns Hopkins University, all sponsoring or co-sponsoring companies or individuals related to the Event, together with their officers, directors, managers, members, shareholders, successors and assigns, and any and all governmental and tribal agencies and any and all event sponsors, event beneficiaries, event directors, event volunteers, and each of their respective directors, officers, employees, volunteers, representatives, agents, successors, and assigns; (B) INDEMNIFY AND HOLD HARMLESS the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my participation in this event and any related activities.

I hereby CONSENT to receive MEDICAL treatment which may be deemed advisable in the event of injury, accident and or illness during this event.

I understand that at this event or related activities, I and/or my children may be photographed. I AGREE to allow all of these photos, videos or film images to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.

I understand that I will be added to The Tree House email list, but I may unsubscribe at any time.

This AWRL shall be construed broadly to provide a RELEASE and WAIVER to the maximum extent permissible under applicable law.

5. INDEMNIFICATION. You AGREE to INDEMNIFY and hold each of TREE HOUSE and its officers, employees, volunteers, agents, and any other person associated with this activity on behalf of TREE HOUSE harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of TREE HOUSE's registration website, your participation in this event, or the violation of any term of this AWRL or the TREE HOUSE Terms of Service by you.

6. WEBSITE Limitation of Liability; Disclaimer of Warranties. TREE HOUSE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE TREE HOUSES REGISTRATION WEBSITE OR (B) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF TREE HOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF TREE HOUSE'S REGISTRATION WEBSITE IS AT YOUR SOLE RISK. TREE HOUSES REGISTRATION WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TREE HOUSE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

TREE HOUSE makes no warranty that the TREE HOUSE website services will be uninterrupted, secure or error free. TREE HOUSE does not guarantee the accuracy or completeness of any information in, or provided in connection with, the TREE HOUSE website. TREE HOUSE is NOT responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the TREE HOUSE website is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

7. **NO REFUNDS, NO TRANSFERS.** I understand that ALL amounts paid and contributions collected are NOT REFUNDABLE and are NOT TRANSFERABLE to another person or event. Rider numbers and timing devices assigned for the event are NOT TRANSFERABLE to another person.

8. **APPLICABLE LAW; Consent to JURISDICTION.** The TREE HOUSE sites (excluding linked sites) are controlled by TREE HOUSE from its offices within the State of Maryland, United States of America. By completing this event registration, both you and TREE HOUSE agree that the statutes and laws of the State of Maryland, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Accident Waiver and Release of Liability, or other use of the TREE HOUSE sites. You AGREE that exclusive jurisdiction for any dispute with TREE HOUSE resides in the courts of the State of Maryland and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Maryland in connection with any dispute including any claim involving TREE HOUSE or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. You AGREE that venue shall be exclusively in Montgomery County, Maryland.

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

10. **READ CAREFULLY.** This is your CONTRACT for Accident Waiver and Release of Liability. You are encouraged to obtain the advice of legal counsel before signing and agreeing to this Contract.

I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENT. I HEREBY CERTIFY THAT I KNOWINGLY AND WILLINGLY AGREE TO THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY.



Date _____

Signature _____