

Assumption of Risk, Waiver & Release of Liability

AIDS Orphans Mud Run – May 5, 2018

Sponsored by Teen Missions International, Inc.

First Name: _____ Last Name: _____

Read Carefully before Signing

IN CONSIDERATION FOR AND AS A CONDITION OF BEING PERMITTED TO PARTICIPATE IN THE **AIDS ORPHANS MUD RUN (EVENT)**, ON BEHALF OF MYSELF AND ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, EXECUTORS, SUCCESSORS AND NEXT OF KIN AND THOSE INDIVIDUALS WHOM I AM AUTHORIZED TO REGISTER FOR THE EVENT, I UNDERSTAND, AGREE AND REPRESENT AS FOLLOWS:

1. I understand that the EVENT is an inherently dangerous activity that presents extreme obstacles.
2. I expressly acknowledge and agree that the activities of the EVENT involve the significant and inherent risk of injury or illness, including the potential for serious injury, permanent injury or death, and that not all such hazards or risks can be fully eliminated.
3. I am aware of the risks and hazards inherent in participating in the EVENT and I voluntarily, knowingly and freely assume all such risks, both known and unknown, associated with participating in the EVENT and entering the premises, whether or not caused by the negligence of the EVENT staff or volunteers, including, but not limited to, my own actions or inactions (or the actions/inactions of my minor child/ward), the actions or inactions of others (including EVENT attendees, staff or volunteers), falls, injuries, illnesses, infections, contact with others (including EVENT attendees, staff or volunteers), navigating any and all obstacles, premises defects and the effects of weather, including, but not limited to, heat and/or humidity.
4. I represent that I am, and on the date of the EVENT will be, in good health and sufficient physical condition, to safely participate in the EVENT and have no known or knowable physical or mental conditions that would affect my ability to safely participate in the EVENT, or that would create a danger to myself or others. I understand that I am advised to consult a physician or other medical professional before participating in the EVENT, especially if I am pregnant, disabled, or have recently suffered any illness or injury.
5. I understand that it is my responsibility to obtain any insurance needed to cover personal injury or death and any liability I might incur from other EVENT participants.
6. I consent to receive medical care and treatment and transportation in order to obtain such care and treatment in the event of my injury or illness, as Teen Missions International (TMI), volunteers or medical professionals may deem appropriate and understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.
7. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by TMI through its staff, representatives or agents and to abide by any decision of any EVENT official relative to my ability to safely participate in or attend the EVENT.
8. I understand and agree that I am expected to exhibit appropriate behavior at all times while at the EVENT and to obey all local, state and federal civil and criminal laws while participating in or attending the EVENT. This includes, generally, respect for other people, equipment, facilities or property. TMI officials may dismiss me, without refund, should my behavior endanger the safety of or negatively affect the EVENT, premises or any person, facility or property. I also agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.
9. I agree not to consume alcohol prior to or during the EVENT or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the EVENT.
10. I understand and agree that TMI is not responsible for any personal item or property that is lost, damaged or stolen at the EVENT or on the premises.
11. I understand and agree that pets, wheeled baby conveyances or other wheeled means of conveyance are not permitted on the EVENT course.
12. I consent to the use of my image in photographs, motion pictures or recordings taken at the EVENT for use in EVENT advertising, marketing or promotion.
13. I irrevocably grant unlimited access and permission to releasees to use, reproduce, market with, sell and distribute any and all photographs, video, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or my participation in the EVENT or related activity obtained within and during the EVENT may be used, distributed or for any legitimate purpose perpetuity and I understand that I shall not be entitled to any compensation for such production therefore.
14. I understand and agree that the sale of unauthorized merchandise is not permitted and I may be dismissed from the EVENT and the premises for selling such merchandise.
15. I understand and agree that I may not bring weapons, fireworks, alcohol or illegal substances to the EVENT or the premises.
16. I understand and agree that all ticket purchases are final and non-refundable.
17. I understand and agree that TMI reserves the right to change the EVENT venue, location or date. In the event of such a change, there will be no refund of my ticket purchase.
18. I understand and agree that TMI reserves the right to cancel the EVENT in the event of weather conditions (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that will affect the safety and security of EVENT participants and spectators. In the event of such cancellation, there will be no refund of my ticket purchase.
19. I indemnify and hold harmless Teen Missions International, Inc., its directors, employees, and volunteers, and the other released parties from any and all claims I may have arising from my participation in the EVENT. I covenant and agree not to sue Teen Missions International, Inc., its directors, employees, and volunteers, and the other released parties for any such claims, and from any loss, liability, damage or cost they may incur while I am at the EVENT or on the premises, whether or not caused by the active or passive negligence of Teen Missions International, Inc., its directors, employees, and volunteers, or the other released parties.
20. I release the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor child's/ward's) attendance at the EVENT or while on the premises, whether or not caused by the active or passive negligence of the Releasees.

ADULT RUNNERS (Over 18): ACKNOWLEDGEMENT

I agree that my signature is my acknowledgement of the contents of this Agreement and is my legally binding agreement to, and acceptance of, this Agreement's provisions. I also acknowledge and agree that my signature and participation in the EVENT constitutes my voluntary agreement to abide by the EVENT Rules and Regulations, as they exist on the date of the Event, and which may be unilaterally revised or modified by the RELEASED PARTIES in their sole discretion. **I WILL NOT SIGN THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

Signature: _____ **Print Name:** _____ **Date:** _____

MINOR RUNNERS (Under 18): SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

The undersigned, being the parent or legal guardian of the minor named below, does hereby represent that he/she is in fact acting in such capacity, has read and understands the terms of this Agreement and the inherent risks assumed in allowing a minor to participate in the EVENT, consents to and grants permission for the minor's participation in the EVENT and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as Releasees from all loss, liability, damage, cost or claim whatsoever arising out of, related to, or resulting from the minor's participation in the EVENT.

Print Minor's Name: _____ **Print Name of Parent/Guardian:** _____

Parent/Guardian Signature: _____ **Date:** _____