



DIRTY DADS MUD RACE FAMILY WAIVER

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and Image Release

EVENT DATE; June 18, 2023 - EVENT CITY, STATE; Cedarburg, Wisconsin

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, volunteer, or participate in any way in the activities and events (hereinafter collectively defined as “the ACTIVITIES”) or for being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for his or herself, his or her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he or she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he or she enters, and he or she further agrees and warrants that, if at any time, he or she is in or about RESTRICTED AREAS and he or she feels anything to be unsafe, he or she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the ACTIVITIES.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, sanctioning organizations or any subdivision thereof, operators, owners, officials, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the ACTIVITIES, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or ACTIVITIES and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as “Releasees,” FROM ALL LIABILITY TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the released and their insurance carrier, and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITIES whether caused by the NEGLIGENCE OF THE RELEASED or otherwise.

5. HEREBY acknowledges that THE ACTIVITIES ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATORS OR PROCEDURES OF THE RELEASED.

6. IF DESPITE THIS RELEASE, I OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST THE "RELEASED," I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASED AND THEIR INSURANCE CARRIER, AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS, LIABILITY, DAMAGE, OR COSTS THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASED" NAMED ABOVE WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASE OR OTHERWISE.

7. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the released, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. I grant full permission to released, as described above, to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of the Events for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.
(Signature/s page attached on page 3.)**

I HAVE READ THIS RELEASE AND KNOW I AM WAIVING SUBSTANTIAL RIGHTS

1. _____ - _____ - _____
Print Name Sign Name Here Date

2. _____ - _____ - _____
Print Name Sign Name Here Date

3. _____ - _____ - _____
Print Name Sign Name Here Date

4. _____ - _____ - _____
Print Name Sign Name Here Date

5. _____ - _____ - _____
Print Name Sign Name Here
(Parent Signature if under 18)

6. _____ - _____ - _____
Print Name Sign Name Here Date
(Parent Signature if under 18)

7. _____ - _____ - _____
Print Name Sign Name Here Date
(Parent Signature if under 18)

8. _____ - _____ - _____
Print Name Sign Name Here Date
(Parent Signature if under 18)

9. _____ - _____ - _____
Print Name Sign Name Here Date
(Parent Signature if under 18)

10. _____ - _____ - _____
Print Name Sign Name Here Date
(Parent Signature if under 18)