

Mud Run on the Farm at Dell'Ossso Farms, LLC

Please initial on each line after reading

- _____ 1. I understand that entering Mud Run on the Farm is a hazardous activity and I agree to participate.
- _____ 2. I understand that Mud Run on the Farm presents extreme obstacles including, but not limited to, mud pits, steep hills and overhead obstacles.
- _____ 3. I agree not to participate unless I am medically able.
- _____ 4. I agree to not consume alcohol prior to Mud Run on the Farm or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in Mud Run on the Farm.
- _____ 5. I agree to abide by any decision of a race official relative to my ability to safely complete the race.
- _____ 6. I agree to obey all civil and criminal laws at all times.
- _____ 7. I assume all risks associated with competing in Mud Run on the Farm, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or condition of premises, the effects of the weather, including high heat and/or humidity, all such risks being known and appreciated by me.
- _____ 8. I agree that Dell'Ossso Farms, LLC is not responsible for any personal items or property that are lost or stolen in the gear check area.
- _____ 9. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This 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.
- _____ 10. I understand and will abide by the rule that no wheeled baby conveyances or other wheeled means of conveyance, or pets are permitted in the race.
- _____ 11. I grant permission to Dell'Ossso Farms, LLC, to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of Mud Run on the Farm.
- _____ 12. I understand that all entries are final with no refunds or transfers.
- _____ 13. The official race directors reserve the right in any event of emergency or local or national disaster to cancel the race and in the event of cancellation or change there is no refund of entry fees.
- _____ 14. I agree to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment, and facilities, and cooperative, positive participation. Dell'Ossso Farms, LLC may dismiss, without refund, anyone whose behavior endangers safety or negatively endangers safety or negatively affects a race, a person, a facility, or property of any type or kind. I also agree to indemnify Dell'Ossso Farms, LLC, its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.
- _____ 15. I acknowledge that certain detrimental physiological changes may occur while I participate in the event, including but not limited to, heat related illness; abnormal heart beat; abnormal blood pressure; and, in rare instances, heart attack.
- _____ 16. I acknowledge that there may be motor vehicle traffic, spectators, volunteers and other competitors on the event course.
- _____ 17. I certify that I am physically fit and have not been advised against participation in the event by a qualified health professional, and that I have either (1) consulted my physician with respect to my participation in this event and/or (2) determined that I am sufficiently experienced, fit and otherwise able to participate notwithstanding any existing physical condition.
- _____ 18. I assume all risks associated with the event, including, but not limited to falls, contact with other participants, effects of weather including heat or humidity, defective equipment, the condition of the roads, hazards posed by spectators and volunteers; terrain; my personal physical condition; vehicles; and lack of hydration.
- _____ 19. In connection with the event, I forever release, acquit and discharge from all known obligations, losses, damages, liabilities, injuries, claims, demands, actions, causes of actions and expenses, including without limitation, attorney's fees and costs, the following persons or entities: DELL'OSSSO FARMS LLC, ITS OWNERS, AGENTS, OFFICERS AND EMPLOYEES AND ANY OTHER PERSON OR ENTITY ASSOCIATED WITH DELL'OSSSO FARMS LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE of the above.
- _____ 20. Indemnification. I agree to indemnify and hold Dell'Ossso Farms LLC, and its owners, agents, officers and employees and any other person or entity associated with Dell'Ossso Farms LLC harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of participation in the Mud Run on the Farm or the violation of any term of this Liability Waiver by you.
- _____ 21. Severability. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.

22. (Please Check One) _____ I am at least 18 years old, **OR** _____ my Parent/Guardian has reviewed this waiver and consented to its terms. I understand that all participants 12 & 13 years old must be accompanied by a paid adult (parent or guardian) participant.

Waiver & Release of all claims & assumption of risk

I recognize and acknowledge that there are certain risks of physical injury to participants in Mud Run on the Farm, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in these activities against Dell'Ossso Farms, LLC including its officials, agents, volunteers, sponsors, and employees (hereinafter referred to as Mud Run on the Farm). I do hereby fully release and forever discharge Mud Run on the Farm from any and all claims for injuries, illnesses, damages, expenses, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the race, program or activities. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED, if the signature of an adult participant or parent/guardian and date are not signed at the time and place of the race. Mud Run on the Farm is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. Mud Run on the Farm continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for the race, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I am solely responsible for determining if I or my minor child/ward is physically fit and/or skilled for the race or activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I do hereby fully release and forever discharge Mud Run on the Farm from any and all claims for injuries, damages or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with these programs/activities.

_____ I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

Participant Name (Printed)

Name (Signed)

Date

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I, the parent or guardian of the above named participant, hereby give my approval to this child's participation in the race and its activities. I assume all risks and hazards incidental to such participation in Mud Run on the Farm, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Mud Run on the Farm, its officers, heirs, assigns, administrators, personal representatives and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, volunteers, administrators, sponsors, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives and successors and others persons, for any claim arising or of an injury to my/our child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, 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, from all claims or liabilities of any kind arising out of or connected with my child's participation in this event. I consent to the foregoing and grant permission for him/her to participate in Mud Run on the Farm. I acknowledge I have carefully read, accepted and agreed to the terms on this Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed.

Child Name (Printed)

Parent or Guardian Signature

Date