

PARTICIPANT WAIVER AND RELEASE OF LIABILITY AND MEDIA, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

To be completed legibly by the Participant or the Participant's Parent or Legal Guardian

EVENT:

Name of Event or Activity _____ Date(s) of Event or Activity _____

PARTICIPANT INFORMATION:

First Name _____ Last Name _____ Phone Number _____ Age _____

Street Address _____ City _____ State _____ Zip Code _____

IF PARTICIPANT IS UNDER 18, INFORMATION OF PARENT OR GUARDIAN SIGNING BELOW:

First Name _____ Last Name _____ Phone Number _____ Relationship to Minor _____

Street Address _____ City _____ State _____ Zip Code _____

IN CONSIDERATION of being permitted to participate in the above-referenced event or activity (hereinafter "Event") on property owned by the Village of Forsyth (hereinafter "Village"), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Media, Assumption of Risk and Indemnity Agreement (hereinafter "Agreement") which additionally, if I am a minor, is hereby agreed to, accepted and acknowledged herein by my parent or legal guardian as set forth below, including warranting that all representations made by me below are true and accurate:

1. **Representations.** I hereby represent that: (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. **Acknowledgements.** I understand and acknowledge the physical and mental rigors of the Event and that such Events may be inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. **Rules & Regulations.** I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by the Village of Forsyth. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. **Waiver of Liability.** I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Village and any other participating government body, Advertisers, Local Organizing Committees, Venues and any other Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, elected and appointed officials, directors, partners, shareholders, members, agents,

employees and volunteers (**Individually and Collectively, the “Released Parties” or “Event Organizers”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (**“Liability”**) which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as the result of such claim.

5. **No Employment Relationship.** I understand that I am not an employee of the Village for this or any other activity related to the event(s) and that I will not fall under the protection of the Worker’s Compensation coverage of the Village for this event. Additionally, I understand that the Village will exercise no control over my participation or preparation for this event, in any way. I, and the other participants in this hazardous activity are solely responsible for our equipment, preparation, and safety, and the safety to others by virtue of our participation in such an activity.
6. **Media Release.** I hereby authorize and give full consent to the Village and their sponsors to copyright or publish all photographs, videotapes, and films in which I appear while participating in the Event. I further agree that the Village may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

AGREED TO AND ACCEPTED IN FULL BY:

Participant’s name: _____
(Please print)

Participant’s signature: _____ Date: _____

FOR MINOR PARTICIPANTS. THIS AGREEMENT WAS READ, ACKNOWLEDGED, AND AGREED HERETO AND ACCEPTED IN FULL BY THE PARTICIPANT’S PARENT OR LEGAL GUARDIAN. THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT AGREES AND ACKNOWLEDGES, AS EVIDENCED BY THE SIGNATURE BELOW, THAT ALL THE PROVISIONS WITHIN THIS AGREEMENT APPLY TO AND ARE BINDING ON THE PARTICIPANT MINOR AND HIS OR HER PARENT OR LEGAL GUARDIAN. ACCORDINGLY, THIS AGREEMENT IS AGREED TO AND ACCEPTED IN FULL ON BEHALF OF THE MINOR PARTICIPANT BY:

Participant’s parent or legal guardian’s name: _____
(Please print)

Parent or legal guardian’s signature: _____ Date: _____

TO BE COMPLETED BY VILLAGE

Accepted and Received by the Village of Forsyth by _____ on _____, 201__.