Royal Man 5K Mud Run/Obstacle Course  
Eastern Hancock Education Foundation  
Waiver and Release of Claims, Assumption of risks and Warnings of risks

Read this document carefully before signing. This document has legal consequences and will affect your legal rights and will eliminate your ability to bring future legal actions.

1. I understand that participating in a mud run/obstacle course is a hazardous activity that involves an extreme test of physical and mental challenges and obstacles.

2. I am fully aware of the inherent risks and hazards involved in and arising from the Royal Man 5K Mud Run and host property that cannot be eliminated without changing the nature and character of the mud run.

3. I assume any and all risks involved in or arising from participation in the Royal Man 5K Mud Run, including without limitation, the risks of bodily injury, partial or total disability, paralysis, and death resulting from falls, contact with other participants or obstacles or the negligent or intentional acts of other participants or any defect or condition of the course or obstacles or course equipment or completing the obstacles or any effects regarding the weather, including high heat and/or humidity.

4. Minor injuries (including, but not limited to, sprains, cuts, scrapes and bruises) will occur. Major and catastrophic injuries (including, but not limited to, broken bones, concussions, exposure, heart attacks, spinal injuries, disabilities and even death) can and may occur.

5. I agree that the Royal Man 5K Mud Run and host property contains extreme and dangerous natural and man-made obstacles, including, but not limited to, mud pits, streams, steep hills, climbing walls, cargo nets, pipes, and tires. I acknowledge that the water and mud has not been tested for chemicals, disease or contamination.

6. I agree not to dive into or enter the mud pit head first, as doing so may cause serious physical injury.

7. I agree not to participate unless I am physically and mentally able. I have no physical or mental condition that should preclude me from participating and I am not participating against medical advice or treatment.

8. I have not consumed alcohol prior to the Royal Man 5K Mud Run or ingested any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Royal Man 5K Mud Run.

9. I am not Pregnant or suffer from epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

10. I agree to abide by the decisions of race officials regarding my ability to safely complete the race.

11. I agree to exhibit appropriate behavior at all times and to obey all civil and criminal laws. I understand that any inappropriate or illegal conduct or any behavior that endangers the safety, or negatively affects, a race, person, facility, or property of any type or kind may lead to my dismissal or removal, without refund.

12. I agree that Royal Man 5K Mud Run committee and the host facility/property are not responsible for any lost or stolen personal items.

13. I agree that Royal Man 5K Mud Run committee, and its affiliates and sponsors shall have the right, and I hereby grant them the permission to use and distribute any photographs, motion pictures, recordings or any other record of the Royal Man 5K Mud Run for any purpose, including any advertising and marketing purposes. All photographs, motion pictures, recordings or any other record of the Royal Man 5K Mud Run shall belong to and be the sole property of Royal Man 5K Mud Run.

14. I understand that all entries are final and that there will be no refunds. I also understand that race officials 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.

15. 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 and agree that Waiver and Release of Claims extends to any such medical care, treatment and transportation. I further acknowledge that I will be responsible for the cost associated with any such
medical care, treatment or transportation.

16. I understand that this agreement shall be governed by Indiana law, without regard to its conflicts of laws provisions. If legal action is brought, the appropriate state or federal trial court in Hancock County, Indiana or the United States Federal District Court for the Central District of Indiana has sole and exclusive jurisdiction.

17. I understand that if any portion of this Waiver and Release of Claims is deemed invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such section or provision shall be deemed reformed or deleted, but only to the extent necessary to comply with any statute, regulation, ordinance, executive order or other rule of law, and all other sections or provisions of this agreement shall remain in full force and effect.

WAIVER, RELEASE AND INDEMNITY

I have read and understand the paragraphs above and understand and agree that there are certain risks of physical injury involved in participating in the Royal Man 5K Mud Run and I voluntarily assume all of the risks and injuries or losses that I may sustain, no matter how severe. In consideration of the acceptance of this agreement and permitting Participant to engage in the Royal Man 5K Mud Run, I EXPRESSLY WAIVE ALL TORT OR OTHER CIVIL LIABILITY, whether known or unknown, against Royal Man 5K Mud Run its parents, subsidiaries, affiliates, licensees, host property and any of their officers, directors, members, managers, shareholders, employees, agents, and representatives and the owners and lessees of premises used to conduct the Royal Man 5K Mud Run, their officers, officials, instructors, drivers, trainers, agents and/or employees, spectators, volunteers, sponsors, promoters, and advertisers and insurers (collectively, the “Released Parties”), including claims based on a Released Parties’ negligence, and acknowledge that I will not have a claim or cause of action for recovery of damages and may not recover in tort or other civil action against the Released Parties. If any claim is commenced against the Released Parties, I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented for my personal injuries, property damage, or wrongful death, and to pay the Released Parties’ attorneys fees, expenses, and costs incurred in defending such claims. Should the Released Parties or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold harmless the Released Parties for all such fees and costs. I also agree, on my own behalf and on behalf of my spouse, children, heirs, personal representatives, and next of kin, and HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, from any and all claims, demands or causes of action which are in any way connected with the Royal Man 5K Mud Run and host property, including, but not limited to, claims arising out of allegedly negligent acts or omissions of the Released Parties, any claims for damages for injury or death sustained by me, or any person or property, and for any and all claims of any kind or nature arising out of this agreement or participating in the Royal Man 5K Mud Run. This release and indemnity 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. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE, FOR MYSELF AND FOR OTHERS ON MY BEHALF, AND I DO SO FREELY.

Age __________ Date Signed __________

PARTICIPANT SIGNATURE __________________________ Printed Name __________________________
PARENT OR GUARDIAN SIGNATURE IF PARTICIPANT IS UNDER 18

I am the parent or guardian of the above-referenced Participant. I have read and understand the foregoing paragraphs, including the Waiver, Release and Indemnity. I hereby give approval to this child’s participation in the Royal Man 5K Mud Run. I voluntarily assume the risks incidental to this child’s participation and expressly waive all tort or other civil liability against the Released Parties (defined above), including, without limitation, claims for the Released Parties’ negligence, and acknowledge that by signing this agreement I may not have a claim or cause of action for recovery of damages and may not recover in tort or other civil action against the Released Parties. If any claim is commenced against the Released Parties, I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented resulting from Participant’s personal injuries, property damage, or wrongful death, and to pay the Released Parties’ attorneys fees, expenses, and costs incurred in defending such claims. Should the Released Parties or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold harmless the Released Parties for all such fees and costs. By signing this agreement, I am fully aware of the potential dangers of the Royal Man 5K Mud Run and understand this waiver and release are necessary to allow Participant’s participation in the Royal Man 5K Mud Run.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE, FOR MYSELF AND FOR OTHERS ON PARTICIPANT’S AND OUR BEHALF, AND I DO SO FREELY.

Age ________ Date Signed ___________________

PARENT OR GUARDIAN SIGNATURE__________________________________ Printed Name

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