

Gimme S'more Mud Obstacle Run

Waiver

GIMME S'MORE MUD OBSTACLE RUN PARTICIPANT WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK (hereinafter "Waiver")

Read this Waiver carefully. It affects your (or your minor child's/ward's) legal rights.

The Gimme S'more Mud Obstacle Run is an extreme test of physical and mental abilities, endurance, and limits (the "Event"). Do not participate if you are not in good health and physically and mentally capable of the challenge. As used herein, the term "Released Parties" shall mean: Girl Scouts of Greater Iowa; Event organizers, volunteers, sponsors, advertisers, promoters; and each of the preceding parties' respective parent, subsidiary, or affiliated companies, shareholders, directors, officers, partners, members, managers, agents, employees, and volunteers (individually and collectively referred to as the "Released Parties" or the "Event Organizers"). For and in consideration of Event Organizers allowing me (or my child/ward) to participate in the Event, I (hereinafter all references to "I" shall mean myself or my child/ward, as the case may be), for myself and on behalf of my heirs, executors, administrators, personal representatives, successors, and assigns, hereby represent, covenant, and agree as follows:

1. I hereby represent that (i) I am in good health and in adequate physical and mental condition to participate in the Event; and (ii) I will not participate in the Event 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, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in cross country, road running, hill climbing, swimming, wading, mountain, ultra, obstacle, and trail running events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risk and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals, insects, plants, or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water, 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, not readily foreseeable and 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 negligent acts or omissions of the Released Parties, 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. I consent to medical care and transportation in order to obtain treatment as Event Organizers may deem appropriate in the event of my injury, and I understand this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.

4. I hereby Release, Waive, and Covenant Not to Sue the Released Parties with respect to any liability, claims, demands, causes of action, damages, loss, or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

5. I understand and agree that Event Organizers reserve the right to cancel the event for weather, acts of war, or other good cause, and that in the event of cancellation there will be no refund of my entry fee, and the event may not be rescheduled.

I hereby warrant that I have read this Waiver carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my heirs, executors, administrators, personal representatives, successors, and assigns), acknowledge that I have signed this Waiver 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 Waiver. If any provision of this Waiver is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver and shall not affect the validity and enforceability of any remaining provisions.

Please Sign Below

Your signature will signify your understanding, acceptance, and authorization to accept the conditions of this legal document, including the following statements:

I have read, have understood, and do accept the agreement above.

I understand that this is a legal document with effects that I approve and authorize.

The registrant is the person(s) whose name is submitted as the recipient of the goods and services provided as a result of this transaction.

I am authorized to agree to the terms of this document on behalf of the registrant.

If the registrant is under 18 years of age, incapacitated, or mentally challenged, I assert that I am the parent/legal guardian or otherwise authorized to execute a legally binding agreement on behalf of the registrant.

Name of Participant Age of Participant

Signature of Participant (or Parent/Legal Guardian if Participant is a minor) Date