

LITTLE WALL ADVENTURE RACE

2013 WAIVER



NEW CREATIONS FITNESS

HAMILTON COUNTY CONSERVATION BOARD

2014 Participation Waiver

**Applicants under age 18 must have a parent or guardian complete Parts "A" and "B", persons 18 and older complete Part "A" only*

ATHLETE WAIVER AND RELEASE FROM LIABILITY—PART A

In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public spectators is prohibited and in addition, consisting of the planned route, or any other area which the participant chooses to access by any mode of transportation), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted area or areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area and that he/she finds and accepts the same as being safe and reasonably

suited for the purpose of his/her use, and further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the restricted area(s):

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Hamilton County Conservation Board, its affiliated clubs, organizations and licensed medical professionals, their respective administrators, officers, directors, representatives, agents, coaches, the promoters, hosts, other participants, operators, officials, sponsors, advertisers, owners and leasees of premises used to conduct the event and each of them, their officers, and employees, all for the purposes herein referred to as "releases", from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, or working for, or for any purpose participating in the event;
2. HEREBY AGREES TO INDEMNIFY AND SAVE HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.
4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the restricted areas are dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is 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.
5. Hereby consent to allow my picture and/or voice or likeness to appear in any official documentary, promotional, exclusive television, radio or film coverage of the Little Wall Adventure Race in any manner incidental to my participation in the Little Wall Adventure Race and without compensation to me.

THE UNDERSIGNED HAS READ THIS WAIVER AND RELEASE FROM LIABILITY, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT SUBSTANTIAL RIGHTS ARE GIVEN UP BY SIGNING IT, AND SIGNS IT FREELY AND VOLUNTARILY, and further agrees that no oral representatives, statements or inducement apart from the foregoing written agreement have been made. This waiver, release and indemnification agreement, specifically embraces each and every event sanctioned, authorized, sponsored, co-sponsored, or promoted by said releases during the entire season, including, without limitation, local or regional qualifying events, wherever located, and applies to each and every event, or activity hereinabove mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described.

PARENT/GUARDIAN WAIVER AND RELEASE FROM LIABILITY—PART B

(If applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, this following waiver;)

The undersigned, _____ referred to as the parent(s) and natural guardian(s) or legal guardian(s) of _____ does thereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releases from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releases because of any defect in or lack of such capacity to so act and release said releases on behalf of both of the undersigned.