Seven Lakes in Seven Hours

REV 07272016



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Shirt Size		

SLISH RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT & IMAGE RELEASE

IN CONSIDERATION of being permitted to <u>compete, officiate, observe, work for, volunteer, or participate in any way</u> in the activities and events (hereinafter collectively defined as "the ACTIVITIES") or for being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

- Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will
 continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he
 is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if
 necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the ACTIVITIES.
- 2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, sanctioning organizations or any subdivision thereof, operators, owners, officials, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the ACTIVITIES, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or ACTIVITIES and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASESEES OR OTHERWISE.
- HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and their insurance carrier, and each of them
 FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the ACTIVITIES WHETHER CAUSED BY
 THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITIES whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.
- HEREBY acknowledges that THE ACTIVITIES ARE DANGEROUS and involve the risk of serious injury and/or death and/or
 property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR
 INCREASED BY NEGLIGENT RESCUE OPERATORS OR PROCEDURES OF THE RELEASEES.
- 6. IF DESPITE THIS RELEASE, I OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST THE "RELEASEES", I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND THEIR INSURANCE CARRIER, AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY, DAMAGE, OR COSTS THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASE OR OTHERWISE.
- 7. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as board and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are 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.
- 8. I grant full permission to Releasees, as described above, to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of the Events for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

EXTENT ALLOWED BY LAW.	September 9, 2017 Date of Event	
Print Name	Signature	Date
Parent/Legal Guardian Name	Signature	Date

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SLISH EVENT SPECTATOR & VOLUNTEER WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE.

As a spectator or volunteer of at the below SLiSH. Events competition(s), run(s) or related events and/or activities (the "Event"), the undersigned, acknowledges, accepts, and agrees that:

- 1. There is a risk of injury and/or death from participating in the Event as a spectator or volunteer, and I understand that there is a potential related risk to me due to my presence at or near the Event. I KNOWINGLY, FREELY AND VOLUNTARILY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES (as hereinafter defined) or others, and accept and assume full risk, responsibility and liability for my participation as a spectator or volunteer at the Event. If I observe any unusual and/or significant hazard during my presence at the Event, I will remove myself from the area that I perceive as a hazard and shall bring to the attention of the nearest Event official;
- 2. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE, SLiSH and their officers, directors, representatives, officials, agents, and/or employees, subsidiaries, and/or assigns, as well as their in dependent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, SUITES COSTS, LIABILITY, DISABILITY, DEATH, and/or loss or damage to person or property, ARISING IN CONNECTION WITH MY PARTICIPATION IN THE EVENT AS A VOLUNTEER OR SPECTATOR, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the Releasees or connected with the Events, including but not limited to, reasonable attorneys fees;
- My attendance as a spectator or volunteer at the Events organized or sponsored by Releasees is entirely voluntary. I further certify
 and represent that on the date of the Event I will possess and be covered by medical/health insurance, individually or as part of an
 organization.
- 4. I consent to administration of first aid and other medical treatment in the event of injury or illness at or in connection with the Event and herby release and indemnify Releasees from any and all liability or claims arising out of such treatment;
- The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants;
- 6. I hereby grant permission to the Releasees to photograph, film, videotape and otherwise record the below named volunteer or spectator at and or connection with the Event and subsequently to disseminate, telecast, reproduce and otherwise utilize the same for no charge or remuneration in whatever manner Releasees shall deem appropriate. Such permission shall include the unlimited right to make use of my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that the Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereinafter devised in perpetuity without compensation to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims my participation in the Events that may be made by me, my family, estate heirs, or assigns.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND MODEL RELEASE AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHT BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

I HAVE READ THIS RELEASE AND KNOW I AM WAIVING SUBSTANTIAL RIGHTS

	September 9, 2017 Date of Event	
Print Name	Signature	Date
Parent/Legal Guardian Name	Signature	Date