

SUMMIT TO SWAMP 2024
Saturday, May 4, 2024

RELEASE AND WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY.

BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS.

In consideration for being permitted to participate in the Summit To Swamp 2024 and related activities (collectively, "Activities") conducted by Rock To River Events, LLC (the "Event"), I (name printed below) hereby agree as follows:

ASSUMPTION OF RISK: I agree that I am and/or my child/ward is voluntarily participating in the activities offered by the Event including but not limited to volunteer activities, participating in the obstacle course racing, and the use of the equipment, facilities, and premises, as well as the celebratory gathering.

I am assuming, on behalf of myself and/or my child/ward, all risk of personal injury, death or disability to me and/or my child/ward that might result from such participation, or any damage, loss or theft of any personal property which I or my child/ward may incur. I understand that participating in an obstacle course racing event with obstacles and mud has inherent risks, and that the entire course has uneven footing and varied terrain. I also understand and I have been warned that if I have had any previous injuries, and/or medical conditions, I am at heightened risk of injury.

RELEASE OF LIABILITY: I agree on behalf of myself and/or my child/ward and my/their personal representatives, successors, heirs, and assigns to hold the Event and its affiliates, instructors, officers, directors, agents, sponsors, medical personnel, photographers, employees, volunteers, and members, as well as the property owners and tenants of the properties and the owners, manufacturers and installers of the equipment comprising the obstacle course, or any other entity or person associated with the Summit To Swamp 2024 (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of my and/or my child's/ward's participation in the activities, including without limitation, obstacle course racing and trail course racing.

I expressly release and discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to me and/or my child/ward, while participating in any of the activities, including without limitation, the obstacle course racing, trail course racing, strenuous bodily movement, and exposure to extreme conditions. This release is valid and effective whether the damage, loss or death is a result of any act or omission on the part of any of Releasees or from any other cause.

This Waiver and Release of all liability includes, without limitation, injuries, illness, or accidents, which may occur as a result of (a) participating in the obstacle course racing, (b) any equipment which may malfunction or break, (c) improper maintenance of any equipment, or (d) slipping and falling while at the facility, or on obstacle course, trail course, or the surrounding premises.

I further grant the Event the right to photograph and/or videotape me and/or my child/ward and to use my and/or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation, and with no expectation of compensation.

I realize that this will be a gathering with people from many different geographical areas. I take all responsibility for my health and the health of my child/ward.

If I choose to bring a dog, I take full responsibility for any damages that may occur from its behavior.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER, HAVE HAD ADEQUATE TIME TO REVIEW AND CONSIDER THIS RELEASE AND WAIVER, AM NOT UNDER ANY DURESS OR UNDUE INFLUENCE, AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY, AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR DAMAGE, INJURY OR LOSS OF ANY KIND AGAINST THE RELEASEES. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY THE EVENT.

I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree to the terms as stated above.