

# LORD'S GYM KIDS MUD RUN 2018

## Waiver of Liability and Release

**\*\* PLEASE BRING A SIGNED COPY OF THIS FORM ON RACE DAY\*\***

1. I understand that mud running is a hazardous activity.
2. I understand that the Lord's Gym Mud Kids Run represents obstacles including, but not limited to mud crawls, hay bale climbs, inflatable balls, kiddie pools filled with water, tunnel crawls, rope webs, uneven or steep terrain, inflatables and mud pits.
3. I agree not to allow my child(ren) to participate unless they are medically able.
4. I assume all risks associated with my child(ren) competing in the Lord's Gym Mud Run including, but not limited to: completing all obstacles, falls, accidents or injuries, contact with other participants, negligent or wanton acts of other participants, any defects or conditions of premises, and the effects of weather including high heat and/or humidity, all such risks being known and appreciated by me.
5. I agree that the Lord's Gym Oroville, Father's House Restoration Ministries, the Father's House Church, Mooretown Rancheria and Feather Falls Casino and Lodge are not responsible for any personal item(s) or property that is lost or stolen during the Lord's Gym Mud Run or on their respective property.
6. I consent to my child(ren) receiving emergency medical care and transportation in the event of injury in order to obtain treatment medical professionals may deem appropriate. This Release 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.
7. I understand that all recordings, photographs, motion pictures, likenesses, or other records of my child(ren) or their property made by the Lord's Gym Oroville and their affiliated entities, agencies, clients, or contractors, becomes the sole property of the Lord's Gym Oroville or the entity that captures or uses said recordings, photographs, motion pictures, likenesses, or other records of my child(ren) or their property. I grant the permission, authority and right to the Lord's Gym Oroville or said entity to use my child(ren)'s image, any recordings, photographs, motion pictures, likenesses, or other records of my child(ren) or their property for any purpose, including but not limited to, advertising, marketing, promotions, or other activities in that entity's sole and absolute discretion. The Lord's Gym Oroville and their affiliated entities, agencies, clients, or contractors has full rights to sell, trade, or profit in any way, commercial or not, from recordings, photographs, motion pictures, likenesses, or other records of my child(ren) or their property and all recordings, photographs, motion pictures, likenesses, or other records of my child(ren) or their property shall include the permission, authority and right to such use.
8. I agree that all entry fee payments are non-refundable and all sales are final.
9. I understand that the Lord's Gym Oroville reserves the right to cancel or modify the Lord's Gym Kids Mud Run if the Lord's Gym Oroville feels such conditions create an unsafe event, such as but not limited to accidents, labor disputes, acts of war or terrorism, military or armed conflicts, insurrections, rebellions, riots, explosions, lightening, earthquakes, fires, storms, terror attacks, rain, floods or wind. In the event of any such cancellation for any reason, there will be no refund to my registration fee.
10. I agree and understand that my child is (my children are) expected to exhibit behavior that is appropriate at all times and to obey all laws. This includes, generally, respect for all people, equipment, and facilities. The Lord's Gym Oroville may remove my child(ren) from the Lord's Gym Kids Mud Run, without refund, should their behavior endanger the safety or negatively affect a race, person, venue, or property of any kind.
11. I agree and accept that some of the obstacles may go through water, mud or countryside that has not been tested for chemicals, disease, wild animals, poison oak, insects, snakes, sharp or hurtful objects, shallow depths, or any contamination whatsoever.

12. I agree and understand that the Lord's Gym Kids Mud Run course may contain insects, wild animals, snakes, scorpions and/or plants, and I assume the risk of my child(ren) participating in Lord's Gym Kids Mud Run regardless.
13. I attest that, if they are disabled in any way, or have recently suffered an illness, injury, or impairment, I have consulted with a physician before allowing my child(ren) to participate in the Lord's Gym Mud Run.

**\*\*DISCLAIMER\*\***

I agree and understand that the Lord's Gym Oroville is committed to conducting the Lord's Gym Kids Mud Run in a safe manner and holds the safety of participants in high regard and the Lord's Gym Oroville continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. I also understand, however, that participants and parents/guardians of minors registering for the race, programs, and activities must recognize that there is an inherent risk of injury when choosing to participate in the Lord's Gym Kids Mud Run. I am solely responsible for determining if my minor child/ward is physically fit and/or skilled for the race of activities contemplated by this agreement.

I understand that any incident or injury that may occur at the Lord's Gym Kids Mud Run must be reported immediately to a member of management. I hereby assume the risk of my child(ren) being injured while participating in the Lord's Gym Kids Mud Run and specifically waive on my behalf and on behalf of my estate, heirs, and assigns any and all rights and/or causes of action I may have against the Lord's Gym Oroville, Father's House Restoration Ministries, the Father's House Church, Feather Falls Casino and Lodge, Mooretown Rancheria or its volunteers, sponsors, officers, directors, shareholders, agents, representatives, servants, employees, judge, owners or partners in the event of my child(ren)'s injury or death as a result of their participation in the Lord's Gym Kids Mud Run.

**\*\*WAIVER & RELEASE OF ALL CLAIMS; ASSUMPTION OF RISK\*\***

I understand, recognize and acknowledge that there are certain risks of physical injury to participants in the Lord's Gym Kids Mud Run, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my child(ren) may sustain as a result of said participation. I hereby give my approval of my child(ren)'s participation in the Lord's Gym Kids Mud Run. I assume all hazards and risks, incidental to such participation in the Lord's Gym Kids Mud Run, and I hereby release, absolve, waive, indemnify, and agree to hold harmless the Lord's Gym Mud Run, Lord's Gym Oroville, The Father's House Church, Father's House Restoration Ministries, Feather Falls Casino & Lodge, Mooretown Rancheria and any of their officers, heirs, assigns, administrators, representatives, and executors, firms, corporations, business, past and present employees, owners, agents, shareholders, volunteers, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to my child(ren) and from any and all claims, causes of action, obligations, lawsuits, charges complaints, contracts, controversies, covenants, agreements, promises, damages, unknown, arising out of or connected with their participation in the Lord's Gym Kids Mud Run. I, as parent or guardian, consent to the foregoing and grant permission for my child(ren) to participate in this event. I, as parent or guardian, acknowledge I have carefully read, accepted and agreed to the terms on this Release and Liability Waiver, and know and understand their contents and I sign the same on my own free act and deed.

SIGNED: \_\_\_\_\_ (PARENT/GUARDIAN)

DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
 PRINT NAME(S) OF CHLD(REN): \_\_\_\_\_

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