

# LORD'S GYM MUD RUN 2018

## Waiver of Liability and Release - Minor Participants

**\*\* PLEASE BRING SIGNED COPY OF THIS FORM TO RACE REGISTRATION\*\***

1. I understand that mud running is a hazardous activity.
2. I understand that the Lord's Gym Mud Run represents extreme obstacles including, but not limited to mud pits, high climbing walls and pyramids, heavy tractor tires, balance beams, tunnel crawls, monkey bar swings, rope swings, steep and unlevelled hills, ice, deep water and a foam pit.
3. I agree not to participate unless I am medically able.
4. I agree not to consume alcohol prior to or during the Lord's Gym Mud Run or to ingest any medicines or substance that will inhibit my mental or physical ability to safely and effectively participate in the Lord's Gym Mud Run.
5. I agree to abide by any decision of a race official relative to my ability to safely compete in the race.
6. I agree to obey all criminal and civil laws at all times.
7. I assume all risks associated with competing in the Lord's Gym Mud Run including, but not limited to: completing all obstacles, falls 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.
8. 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.
9. I consent to emergency medical care and transportation in the event of injury to me 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.
10. I understand that all recordings, photographs, motion pictures, likenesses, or other records of myself or my 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 myself or my property. I grant the permission, authority and right to the Lord's Gym Oroville or said entity to use my image, any recordings, photographs, motion pictures, likenesses, or other records of myself or my 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 myself or my property and such sell or trade of any and all recordings, photographs, motion pictures, likenesses, or other records of myself or my property shall include the permission, authority and right to such use.
11. I agree that all entry fee payments are non-refundable and all sales are final.
12. I understand that the Lord's Gym Oroville reserves the right to cancel or modify the Lord's Gym 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.
13. I agree and understand that I am 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 me from the Event, without refund, should my behavior endanger the safety or negatively affect a race, person, venue, or property of any kind.

14. 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, insects, snakes, sharp or hurtful objects, shallow depths, poison oak or any contamination whatsoever.
15. I agree and understand that the Lord's Gym Mud Run course may contain insects, wild animals, snakes, scorpions and/or plants, and I assume the risk of participating in Lord's Gym Mud Run regardless.
16. I understand that many if not all water pools and mud pits are shallow and agree not to dive into any water or mud pit. I will never enter any mud or water pit head first.
17. I attest that, if I am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I have consulted with a physician before participating 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 Mud Run in a safe manner and holds the safety of participants in high regards 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 an inherent risk of injury when choosing to participate in recreational activities and programs. I am solely responsible for determining if I or my minor child/ward is physically fit and/or skilled for the race of activities contemplated by this agreement.

I agree understand that any incident or injury that may occur at the Lord's Gym Mud Run must be reported immediately to a member of management. I hereby assume the risk of my being injured while participating in the Lord's Gym 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 or its volunteers, sponsors, officers, directors, shareholders, agents, representatives, servants, employees, judge, owners or partners in the event of my injury or death as a result of my participation in the Lord's Gym 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 Mud Run, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I hereby give my approval of my participation in the Lord's Gym Mud Run. I assume all hazards and risks, incidental to such participation in the Lord's Gym 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 me and form any and all claims, causes of action, obligations, lawsuits, charges complaints, contracts, controversies, covenants, agreements, promises, damages, unknown, arising out of or connected with my participation in the Lord's Gym Mud Run.

SIGNED: \_\_\_\_\_ (MINOR PARTICIPANT)

DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

**PARENT/GUARDIAN WAIVER OF LIABILITY AND RELEASE:**

I, as the parent or guardian of the above named Lord's Gym Mud Run participant, hereby give my approval to this child's participation in the Lord's Gym Mud Run. I, as parent or guardian, assume all risks and hazards incidental to such participation in the Lord's Gym Mud Run, and I hereby waive, release, absolve, 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, Mooretown Rancheria, Feather Falls Casino and Lodge, and their officers, heirs, assigns, administrators, personal representative and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, volunteers, administrators, sponsors, supervisors, from any and all claims, demands, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, at law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child(ren)'s participation in this event. I, as parent or guardian, consent to the foregoing and grant permission for him/her to participate in this terrain Racing 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 OR GUARDIAN)

DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_