

Bib # \_\_\_\_\_

Race Date \_\_\_\_\_

## GroundHog Events Waiver Agreement

**Please indicate you have read and agree with the terms of this waiver by signing and initialing on back.**

PARTICIPANT'S WAIVER AGREEMENT, WAIVER OF LIABILITY, RELEASE OF CLAIMS, WARNING OF RISK, AND ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY AND CONSULT WITH AN ATTORNEY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

I understand and acknowledge that by checking the box below or signing below, I have read and agree to all of the following terms and conditions in exchange for being permitted to participate in the **GroundHog Events** ("GroundHog Events"), which includes the GroundHog Events course (course) and all activities associated therewith. If the participant is a minor, the following representations and warranties are made by the parent/guardian on behalf of the minor child/ward.

I further represent and warrant as follows:

1. I understand that entering GroundHog Events is a hazardous activity.
2. I understand that GroundHog Events presents extreme trail running including, but not limited to: mud pits, rough terrain, steep hills.
3. I agree not to participate unless I am medically and physically able. I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled, and physically trained to safely participate in the GroundHog Events. I hereby represent that I am, and on the date of the GroundHog Events will be, in good health and in proper physical condition to safely participate in the GroundHog Events
4. I agree that prior to participating in the GroundHog Events, I will not consume alcohol or ingest any medicines, drugs or substances that will inhibit my mental or physical ability to safely and effectively participate in the GroundHog Events. I take full responsibility for any decision to consume alcohol or medications after completing the course, and I understand that it is my responsibility to know my own limits. I also understand that the responsibility for injury, loss or damage that I assume in this Agreement includes but is not limited to full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property.
5. I agree to abide by any decision of a race official relative to my ability to safely compete in the race. I understand that it is my responsibility to continuously monitor my own physical and mental condition, and I acknowledge that GroundHog Events and its race officials are not obligated or required to monitor me, nor make any determination of my ability to safely compete in or complete the race.
6. I agree to obey all civil and criminal laws at all times.
7. I expressly, knowingly, and voluntarily assume all of the risks of participating in the GroundHog Events, including but not limited to: falls, contact with other participants or other persons, negligent or wanton acts of other participants or persons, completing all trails, any defects or conditions of premises and equipment, and the effects of weather including but not limited to extreme heat and/or humidity, rain, or fog, all such risks being known and appreciated by me. I understand and acknowledge that any of these risks and others not specifically named may cause harm or injury including, but not limited to: bodily injury, ranging from minor to severe; illness or infection, ranging from minor to severe; physical and/or mental effects of exposure to extreme conditions and circumstances, ranging from minor to severe; temporary or permanent disability; paralysis; death; and property damage or loss.
8. I agree that GroundHog Events Inc. is not responsible for any personal items or property that is lost or stolen at the GroundHog Events.
9. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me or my minor child as 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. I agree to assume liability for any and all medical costs incurred as a result of my participation in the GroundHog Events that are not covered by my insurance, including but not limited to costs of: medical care and treatment, ambulance or other transportation services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.
10. I agree to and will abide by the GroundHog Events requirements that no pets, wheeled baby conveyances, or other wheeled means of conveyance are permitted within the race.
11. I grant the right and permission to GroundHog Events Inc., to use my photograph and/or any other record of my participation in the GroundHog Events for any legitimate purpose including advertising and marketing. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the GroundHog Events event by GroundHog Events Inc., its affiliated entities or contractors, and/or the media become the sole property of the GroundHog Events Inc..
12. I agree that all entry fee payments are final and non-refundable.
13. I agree that the GroundHog Events directors and officials reserve the right to cancel the GroundHog Events in the event of accidents, labor disputes, acts of war or terrorism, military or armed conflicts, insurrections, rebellions, riots, explosions, lightning, high winds, earthquakes, fires, hurricanes, storms and floods, or, in the sole discretion of GroundHog Events Inc., any such acts or causes which require cancellation of the event for safety or security reasons, or, if GroundHog Events Inc., cancels the event for any other reason. In the event of cancellation, there will be no refund of my registration fee.
14. I understand and agree that I am expected to exhibit appropriate behavior at all times and to obey all laws. This includes, generally, respect for all people, equipment, and facilities. GroundHog Events Inc. may dismiss me, without refund, should my behavior, in the sole determination of the GroundHog Events Inc. endanger the safety of or negatively affect a race, person, facility, or property of any kind.
15. I understand, agree, and accept that some of the trails may go through water that has not been tested for chemicals, disease, or any contamination whatsoever, and I assume all risks and responsibility associated therewith.
16. I understand that the GroundHog Events course may contain wild animals, insects, and plants, and I assume the risk of participating in the GroundHog Events and the course contents of the GroundHog Events.
17. I agree not to dive into or enter the mud pit head first.

18. I understand that I am strongly advised to consult with a medical practitioner before participating in the GroundHog Events. I acknowledge that if I am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I should have or did consult a physician before participating in the GroundHog Events.

**DISCLAIMER**

When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. I understand that my PARTICIPATION WILL BE DENIED if the signature of an adult participant or parent/guardian of a minor participant is not signed at the time and place of the race. I understand that GroundHog Events Inc. is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. I understand that GroundHog Events Inc. 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 all participants and parents/guardians of minors participating in the race, programs, and activities must recognize that there is 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 sufficiently skilled for the race or activities contemplated by this agreement.

**WAIVER & RELEASE OF ALL CLAIMS; ASSUMPTION OF RISK AND COVENANT NOT TO SUE**

I recognize and acknowledge that there are certain risks of physical injury to participants in the GroundHog Events, and I voluntarily agree to assume the full risk and responsibility of any and all injuries, damages or loss, regardless of severity, that I, my minor child or others may sustain as a result of said participation. I hereby give my consent and approval of my, or my minor child's participation in the GroundHog Events and its activities.

In consideration of being permitted to participate in the GroundHog Events, I, individually and on behalf of my participating minor child, assume all risks and hazards incidental to such participation in the GroundHog Events and I, individually and on behalf of my participating minor child, my spouse, children, heirs, beneficiaries, representatives and successors, hereby waive, release, discharge, absolve, indemnify, and agree to hold harmless GroundHog Events Inc., its members, managers, owners, officers, directors, administrators, representatives, executors, assigns, firms, corporations, business, past and present employees, race officials, property owners, agents, shareholders, volunteers, supervisors, participants, all city county, and state governments, and all sponsors, their representatives, employees, agents, assigns and successors, and all other persons (Released Parties) for any and all injuries, damages, claims, causes of action, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my or my minor child's participation in the GroundHog Events. I understand and acknowledge that by checking the box below or signing below, in addition to the above waiver and release, I agree not to sue GroundHog Events Inc., or any of the other Released Parties for any claims, and further agree that the statutes and laws of the State of Florida will apply to all matters relating to this Agreement, including participation in Florida, regardless of the actual location of the GroundHog Events or the principles of conflict of laws. I agree that exclusive jurisdiction for any dispute with GroundHog Events Inc. resides in the courts of the State of Florida and expressly consent to the exercise of personal jurisdiction in the State of Florida in connection with any dispute.

**INITIAL TO AGREE TO THE ABOVE WAIVER:** \_\_\_\_\_

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the State of Florida, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

I affirm that this Agreement supersedes any and all previous oral or written representations, communications, advertisements, promises or agreements and contains the entire Agreement between the parties. I understand that this entire Agreement between me and GroundHog Events Inc. cannot be modified or changed in any way by representations or statements by any agent or employee of the GroundHog Events Inc.. This Agreement may only be amended by a written document duly executed by all parties.

**BY SIGNING BELOW, I AFFIRM THAT I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.**

**Signature of Participant** \_\_\_\_\_ **Date** \_\_\_\_\_

**Parent/Guardian of Minor Participant** \_\_\_\_\_

**Printed Name** \_\_\_\_\_