

## Dirty Dash Waiver and Release of Claims, Assumption of Risk and Consent to Medical Treatment

Please read the following Dirty Dash Course Waiver carefully, as it affects your future legal rights as well as those of anyone else you register for the event. You acknowledge and agree that you have carefully read and fully understood the Dirty Dash Waiver and agree to all of the terms set forth.

As used herein, the term "Releasees" is defined to include the following: 1) Mercer-Zimmerman, Inc., its affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns (collectively, "MZ"); 2) the premises owner; 3) any event volunteers; 4) Team Hally; and 5) any event sponsors, sponsor's affiliates and contractors, and their respective employees.

NOTE TO PARENTS/GUARDIANS OF MINORS: You acknowledge that you have reviewed, understood and agreed to the terms below (such terms being interpreted as if they applied both to you and your minor child/ward) and have the legal authority to enter into this Agreement on behalf of your minor child/ward.

IN CONSIDERATION OF PARTICIPATING IN THE EVENT, ON BEHALF OF MYSELF AND ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, EXECUTORS, SUCCESSORS AND NEXT OF KIN AND THOSE INDIVIDUALS WHOM I AM AUTHORIZED TO REGISTER FOR THE EVENT, I UNDERSTAND, AGREE AND REPRESENT AS FOLLOWS:

- I understand that the Event is an inherently dangerous activity that presents obstacles, including, but not limited to mud pits, barbed wire, farm equipment, heights, climbing, jumping into water, water crossings, swimming, steep hills and/or uneven terrain.
- I expressly acknowledge and agree that the activities of the Event involve the risk of serious injury and/or death and/or property damage.
- I am fully aware of the risks and hazards inherent in participating in the Event and I voluntarily, knowingly and freely assume all risks associated with participating in the Event and entering the Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including Event attendees, staff or volunteers), falls, injuries, illnesses, infections, contact with others (including Event attendees, staff or volunteers), navigating any and all obstacles, premises defects and the effects of weather, including, but not limited to, heat and/or humidity.
- I represent and warrant to Releasees that I am in good physical condition, am able to safely participate in the Event and have no medical condition that would make my participation in the Event more hazardous.
- I understand, agree and accept that some of the obstacles may go through water that has not been treated for chemicals, disease or contamination.
- I understand that the Event course may contain wild animals, insects and plants.
- I agree not to dive or enter any mud pit or body of water head first, as doing so may cause serious physical injury and/or death.
- If I am pregnant, disabled in any way or have recently suffered an illness or injury, I should have or did consult a physician before participating in the Event.
- I understand that it is my responsibility to obtain any insurance needed to cover personal injury or death and any liability I might incur to other Event participants.
- I consent to medical care and transportation in order to obtain treatment, in order to obtain treatment in the event of injury to me as MZ, volunteers or medical professionals may deem appropriate and understand that the waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
- I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by MZ through its employees, representatives or agents and to abide by an decision of any Event official relative to my ability to safely participate or to attend the Event.
- I understand and agree that I am expected to exhibit appropriate behavior at all times while at the Event or on the Premises and to obey all local, state and federal civil and criminal laws. This includes, generally, respect for other

people, equipment, facilities or property. I also agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

- I agree not to consume alcoholic beverages prior to the Event or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the Event. If I choose to consume alcoholic beverages after the Event, I will do so responsibly and only if I am over the age of twenty-one (21).
- I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen at the Event or on the Premises.
- I understand and agree that pets, wheeled baby conveyances or other wheeled means of conveyance are not permitted on the Event course (exception: vehicles provided/sanctioned by MZ for the purpose of managing the Event).
- I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion.
- I understand and agree that I may not bring weapons, fireworks or illegal substances to the Event or Premises.
- I recognize and acknowledge that there are hazards and risks of physical injury or illness to Event participants and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the Event, whether or not caused by the active or passive negligence of the Releasees.
- I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am at the Event or on the Premises, whether or not caused by the active or passive negligence of the Releasees.
- I release, waive, discharge and covenant not to sue the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses 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/ward's) participation in the Event or while on the Premises, whether or not caused by the active or passive negligence of the Releasees.
- I understand and acknowledge that the laws of the State of Kansas shall apply to all matters relating to this Waiver regardless of the Event location, that the exclusive jurisdiction for any dispute with the Releasees resides in state or federal court in Miami county, Kansas and I expressly consent to the exercise of personal jurisdiction in the State of Kansas in connection with any dispute with the Releasees arising from my Event participation or attendance.
- I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the State of Kansas, and that if any portion is held invalid, the balance shall continue in full legal force.

(Please Print)

Participant Name: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*If participant is under 18 years of age:*

Signature of Parent/Legal Guardian \_\_\_\_\_

Printed Name of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_