

Print Your Name Here: _____

Print Your Bib Number Here: _____



Staff Use
Version 2020-07-20

Print Your Wave Assignment Here: _____

Please have identification card available at participant entry point.

WARNING!!

THE SAVAGE RACE, AS WELL AS ITS RELATED ACTIVITIES, CAN BE DANGEROUS, AND THERE ARE RISKS INVOLVED IN YOUR PARTICIPATION. YOU CAN BE SERIOUSLY INJURED OR EVEN KILLED AS A RESULT OF YOUR PARTICIPATION IN THE SAVAGE RACE AND ITS RELATED ACTIVITIES.

EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE.

THIS EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS A LEGAL DOCUMENT. It is hereinafter referred to as the "Agreement" and is entered into in connection with my participation in the Savage Race (the "Event").

I enter into this Agreement on behalf of myself and intend to bind myself, my representatives, assigns, successors, administrators and anyone else claiming by or through me, including but not limited to any representative(s) of my estate to the terms hereof (myself and all of the foregoing being hereinafter referred to collectively as the "Releasers"). I enter into this Agreement, on behalf of myself and the Releasers, expressly for the benefit of John S. Abbitt, Lloyd D. Parker, Mad Cap Events, LLC, a Florida limited liability company, and its affiliates, parents, subsidiaries, members, managers, officers, employees, agents and assigns, as well as Event officials, volunteers, sponsors, advertisers, independent contractors and owners and landlords of the premises on which the Event is run and Event Medic NY Inc., and its officers, employees, and independent contractors (collectively hereinafter referred to as the "RELEASED PARTIES").

VOLUNTARY CHOICE

I desire to compete and/or participate in the Event and have decided to do so of my own free will and not due to any inducement or duress whatsoever. I understand that part of the required consideration for being allowed to compete and/or participate in the Event is my entering into this Agreement.

NATURE OF SPORT

I understand that competing and/or participating in the Event, and all its attendant activities, means racing through and negotiating a course of adventure obstacles such as tires, bales of hay, fences, walls, mud pits, obstacles that will expose me to electric shock, bodies of water with depth ranging from 1 to 2,000 feet deep, cargo nets, fire and barbed wire, is a **DANGEROUS, CALCULATED RISK** activity which can, and sometimes does, result in **SERIOUS, PERMANENT BODILY INJURY OR DEATH** to its participants. I understand that competing and/or participating in the Event is a very dangerous thing to do and I can be injured or killed, **EVEN IF I DO EVERYTHING AS I WAS SUPPOSED TO DO.** I am accepting these and all other accompanying risks in order to be allowed to compete and/or participate in the Event.

ASSUMPTION OF RISK

I hereby personally **ASSUME ALL RISKS OF ANY NATURE FOR ANY DEATH, INJURY OR OTHER DAMAGES** to myself, my property or the property of others which may in any way, whether foreseeable or not, arise out of my participation in the Event, and/or from the actions---specifically including negligent acts or omission---of all persons involved either directly or indirectly in the Event. **I KNOW AND FULLY APPRECIATE THAT MY PARTICIPATION IN THE EVENT EXPOSES ME TO RISK OF SERIOUS PERSONAL INJURY OR DEATH AND VOLUNTARILY ASSUME SUCH RISK.**

RELEASE AND WAIVER OF ALL CLAIMS

For valuable consideration, including, but not limited to, the opportunity to compete and/or participate in the Event, I for myself and for the Releasers, **HEREBY EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH), WHETHER FORESEABLE OR NOT, ARISING FROM NEGLIGENCE, CARELESSNESS, STRICT LIABILITY OR OTHERWISE** which I or the Releasers may presently or at any time in the future possess against anyone associated with the Event, including, but not limited to, the **RELEASED PARTIES** and any other persons or entities with which the **RELEASED PARTIES** have any connection, that are involved my participation in the Event, or which may presently or in the future arise out of, or in any manner occur in connection with my participation in the Event.

COVENANT NOT TO SUE

I agree never to pursue any claim or institute any lawsuit or action at law or otherwise against any of the RELEASED PARTIES, nor initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I or the Releasers may have either now or at any time in the future, by reason of any loss or injury (including death) to my person or property relating to or arising out of the activities contemplated by or in this Agreement and my participation in the Event.

NOTICE OF THE ENFORCEABILITY AND VALIDITY OF THIS AGREEMENT

I understand and agree that if I, or any of the Releasers, initiates any suit or action at law against any of the RELEASED PARTIES for any loss or injury, no matter how minor or severe, to my person or property, that this Agreement will be used in court. **I ALSO UNDERSTAND THAT AGREEMENTS SUCH AS THIS HAVE BEEN UPHELD IN COURT BEFORE IN CONNECTION WITH INJURIES, LOSS AND DEATH ARISING OUT OF PARTICIPATION IN ACTIVITIES SIMILAR TO THE EVENT.**

EVENT ACTIVITIES ARE NOT ULTRA HAZARDOUS NOR DO THEY INVOLVE A PUBLIC SERVICE

I hereby affirm that while dangerous and risky, the activities included in the Event and covered by this Agreement are not ultra hazardous activities for which a party may be held strictly liable, nor are they activities that serve the public good or are in the public's interest. Rather, they are recreational activities in which I am voluntarily participating for my own enjoyment.

USE OF NAME, IMAGE, ETC.

I hereby grant permission to the RELEASED PARTIES to film, videotape and record me, free of charge, as it relates to my attendance at and participation in the Event, and I acknowledge and agree that the RELEASED PARTIES and their representatives shall have the unlimited right throughout the universe to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) no known or hereinafter devised in perpetuity without compensation and free of charge. I hereby agree not to author, photograph, publicize, record, tape, publish, film or in any other way memorialize for profit, gain or publicity any matter related to the Event. I specifically agree to recognize that all rights to promote, license or capitalize on the Event belong solely and exclusively to Mad Cap Events, LLC.

NO REFUNDS

I understand that my execution of this Agreement and tender of any required fee(s) and/or deposit(s) is final and that under no circumstances will my fee(s) and/or deposit(s) be refunded to me. I specifically acknowledge that the RELEASED PARTIES retain the sole discretion to postpone, cancel, or modify the Event due to weather conditions or other factors that might affect the health and/or safety of the participants and that should any of those possibilities occur no refund will be granted.

MEDICAL CONDITION AND TREATMENT

I represent that I do not have any medical or physical condition that could interfere with my safety or health while in participating in any Savage Event, and that I have adequate medical and property insurance to cover any treatment required if I suffer any injury, and to adequately compensate me for any and all other loss or damage I may suffer as a result of and/or cause while participating in any Savage Event; any insurance that I am provided through Savage will be in addition and secondary to my primary medical, liability and property insurance coverage. I will be solely responsible for all the costs of such injury, loss or damage in the event such insurance proves to be inadequate. I represent that I do not have any medical or physical condition that could interfere with my safety or health while in participating in any Savage Event including but not limited to any pre-existing medical condition; bone condition; circulatory problem; heart and/or lung condition; back or neck condition; high blood pressure; a history of spinal, musculoskeletal, or head injury; or recent surgery; and if female, I represent that I am not pregnant. I further represent that I have not been advised or cautioned by any medical professional to not participate in any Savage Event or similar activity. I further represent that I am not under the influence of alcohol or any drugs, whether or not such drugs have been prescribed by a physician, and will not be under such influence at any time during my participation in any Savage Event. I agree to monitor my own physical condition during each Savage Event and to immediately stop further participation in the event my continued participation would cause a danger to myself or others. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize Savage to secure on my behalf emergency medical care or transportation (such as EMS) when deemed necessary by Savage (but agree that Savage shall not have any duty to me to call or secure any emergency medical care and shall not be liable for any alleged failure to call or secure such emergency medical care), and that Savage personnel and any emergency medical personnel that may be present or called to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). I agree to assume all costs of emergency medical care and transportation, and to indemnify Savage from all loss, costs, damages, liability, claims and/or causes of action arising from calling or securing for my benefit such emergency care.

I represent and warrant that prior to my participation in any Savage Event(s), and that as of the time of my participation, I am not infected with any communicable disease and/or virus including, but not limited to, any influenza, coronavirus and/or other disease and/or virus; and that if I participate in a Savage Event and at any time determine, learn and/or am advised that I was at the time of my participation infected or had the ability to communicate any disease and/or virus, will immediately notify Savage of such determination, knowledge and/or advice, and Savage may (but shall not be required) to disseminate such information in such manner as it deems appropriate in its sole discretion. I voluntarily, knowingly, and intentionally waive any and all claims arising from and/or relating to the consequences of any infection that I may have at the time of my participation in a Savage Event and/or any infection that I may acquire and/or suffer as a result and/or cause of my participation in a Savage Event; and will indemnify and hold the Savage Released Parties, and all of them, harmless from any and all loss, costs, liability(ies), damage(s), claims and causes of action arising from and/or relating to any infection and/or disease that I may have, transmit and/or acquire as a result of my participation in a Savage Event, regardless of cause and/or source including but not limited to transmission and/or communication

by another participant, Spectator and/or Savage Released Party. I acknowledge and agree that Savage has no duty or obligation to test other participants or Spectators for any communicable diseases and/or virus(es), and/or other physical or mental impairments, or to advise me if Savage becomes aware that any other participant was at the time of the Savage Event in which I participated infected with and/or suffered from any communicable disease and/or virus.

ACKNOWLEDGEMENT

I agree that my signature is my acknowledgement of the contents of this Agreement and is my legally binding agreement to, and acceptance of, this Agreement's provisions. I also acknowledge and agree that my signature and participation in the event constitutes my voluntary agreement to abide by the Event Rules and Regulations, as they exist on the date of the Event, and which may be unilaterally revised or modified by the RELEASED PARTIES in their sole discretion. **I WILL NOT SIGN THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

Signature

Print Name

Date

Staff Use

MINORS: IF UNDER 18, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

The undersigned parent, being the natural or legal guardian of the child named below, does hereby represent that he/she (they) is (are), in fact, acting in such capacity, has fully read and understands the terms of this Agreement and the risks assumed in allowing a child to participate in the Event, consents to and grants permission for the child's participation in the Event, and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as RELEASED PARTIES from all loss, liability, damage, cost or claim whatsoever arising out of, related to, or resulting from the child's participation in the Event.

Child Name (Print)

Parent Signature

Print Name of Parent

Date

**THE SAVAGE RACE RULES
AND REGULATIONS**

Initials

1. No Participant may participate in the Savage Race (the “Event”) without first reviewing and executing the Exculpatory and Assumption of Risk Agreement, Release of Liability, and Covenant Not to Sue.
2. No Participant may participate in the Event unless that Participant is, in the Participant’s sound and considered discretion, medically able. Any Participant’s participation in the Event shall constitute that Participant’s express acknowledgement that, in the Participant’s sound and considered discretion, the Participant is medically able to safely perform any and all activities that are included within the Event.
3. The Savage Race and its organizers, officers, directors, employees, agents, and/or volunteers retain the right to refuse entry to the Event to any Participant for any reason in their sole discretion, including, but not limited to, protection of the safety and welfare of the Participant or any other Participant, spectator, sponsor, and/or staff or volunteer.
4. Each Participant agrees to abide by any decision of an Event official relative to the Participant’s ability to safely compete in the Event.
5. Each Participant agrees not to consume alcohol prior to the Event or to ingest any medicines or other substances that may inhibit the Participant’s mental or physical ability to safely and effectively participate in the Event.
6. Each Participant shall abide by all civil and criminal laws, regulations, or rules at all times while traveling to, participating in, or traveling from the Event.
7. Each Participant acknowledges and agrees that the Savage Race, John S. Abbitt, Lloyd D. Parker, Mad Cap Events, LLC, a Florida limited liability company, and its affiliates, parents, subsidiaries, members, managers, officers, employees, agents and assigns, as well as Event officials, volunteers, sponsors, advertisers, independent contractors and owners and landlords of the premises on which the Event is run shall not be responsible for any personal items or property of any Participant that may become lost, stolen, or damaged in the gear check area or any area within which the Event may take place.
8. Each Participant consents to emergency medical care and/or transportation in the event of injury or illness as any Event official may deem appropriate in their sole discretion.
9. No wheeled child conveyances or any other wheeled means of conveyance shall be permitted at the Event.
10. No pets, other than certified service animals, shall be permitted at the Event.
11. The Event officials, in their sole discretion, reserve the right to postpone, cancel, or modify the Event due to weather conditions or other factors that might affect the health and/or safety of the Participants, and in the event of any cancellation or change in the time or location of the Event there will be no refund of any fee(s) and/or deposit(s) paid by any Participant.
12. Each Participant recognizes that the Event may contain certain portions or obstacles that include water or require swimming or otherwise traversing water. Participants **shall not**, under any circumstances, dive head first into any such water hazard or obstacle. Each Participant further acknowledges that any such water hazard and/or obstacle shall be constituted of water that **has not been tested** for any chemicals, fertilizers, bacteria, or other organisms and that the Event organizer makes no representations as to the cleanliness of such hazards and/or obstacles. Each Participant acknowledges that any water hazard or obstacle within the event **is not potable**.
13. Each Participant recognizes that the Event may be held in a remote and/or rural area and that the Event organizers make no representations regarding the presence of any wild animals or insects within the Event grounds.
14. I assert that I have not been advised or cautioned against participating by a medical practitioner, and I attest that I am covered by medical insurance.
15. I agree to assume all costs of emergency medical care and transportation.

Signature

Print Name

Date

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