

Mad Cap Events, LLC
Spectator Legal Liability Agreement

I recognize and acknowledge that there are certain risks of physical injury to spectators at the Event and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I (or my child) may sustain as a result of attending and/or working at the Event. I approve my (or my child's) ability to watch or spectate at the Event. I assume all risks and hazards incidental to entering, watching or spectating at the Event, and I waive, release, absolve, indemnify, and agree to hold harmless Mad Cap Events, LLC ("MCE"), its owners, officers, past and present employees, event venues, contractors, agents, representatives, assigns, administrators, representatives, executors, volunteers and all city, county and state governments, and all sponsors, their representatives and successors, Event Medic NY Inc., and its officers, employees, and independent contractors and other persons, for any claim arising out of an injury to me (or my child) and from any and all 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 child's) attendance or volunteer work at the Event.

_____ 1. I understand that I (or my child) is/am a spectator at this event. I understand and agree that no spectator shall be allowed to use, try out, enter or test any course obstacles.

_____ 2. I agree to follow the direction of Event officials, to follow Event officials' instructions and to abide by MCE's and the Event's policies and procedures.

_____ 3. I understand that I am not an independent contractor and not an employee of MCE. I am not entitled to receive any payment, salary, benefits, insurance or other remuneration. I am not authorized to enter into or commit MCE to any agreements. I am expected to carry personal medical insurance to cover any medical expenses arising from any injuries or illness I incur while working at the Event.

_____ 4. I understand that the Event is a hazardous activity that presents extreme obstacles, including, but not limited to, fire, mud pits, barbed wire, cargo nets, junk cars, climbing, heights, jumping from heights, water crossings, swims, steep hills and uneven terrain.

_____ 5. I assume all risks associated with entering the Event venue, including, but not limited to, falls, contact with participants, spectators, volunteers and staff, negligent or intentional acts of participants, spectators, volunteers and staff, defects or conditions of premises and the effects of weather, including high heat and/or humidity, all such risks being known, understood and appreciated by me.

_____ 6. I agree not to attend or enter the Event unless I am medically able to do so.

_____ 7. I attest 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 attending the Event.

_____ 8. I agree not to consume alcohol prior to the Event or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively spectate at the Event.

_____ 9. I agree to abide by any decision of any Event official relative to my ability to enter or spectate at the Event.

_____ 10. In the event of injury, I consent to emergency medical care and transportation in order to obtain treatment as MCE, volunteers or medical professionals may deem appropriate. This Waiver & 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.

_____ 11. I understand and agree that I am expected to exhibit appropriate behavior at all times and I agree to obey all local, state and federal civil and criminal laws at all times while attending the Event. This includes, generally, respect for all people, equipment, facilities or property. MCE may eject or dismiss me, without written notice or payment, should my behavior endanger the safety of or negatively affect the Event, person, facility or property of any kind. I also agree to indemnify MCE, its employees and representatives, from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

