KC TIMBER CHALLENGE WAIVER & RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

("WAIVER")KC Timber Challenge ("Event") is an event produced by Sasquatch Adventures, LLC ("SAS")

PLEASE READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND PROVIDE YOUR INITIALS ON EACH LINE AFTER READING

As used herein, the term "Releasees" is defined to include: (i) SAS, its owners, members, directors, officers, past and present employees, agents, representatives, affiliated companies, successors and assigns; (ii) Event volunteers; (iii) the owner of the property where the Event occurs, including (where applicable) any city, county and/or state government(s); and (iv) any Event sponsors or advertisers and each of their respective owners, members, directors, officers, past and present employees, agents, representatives, affiliated companies, successors and assigns.

___ **1.** I understand that participating in the Event involves the risk of severe physical injury and/or death that cannot be completely eliminated.

___ **2.** I voluntarily, knowingly and freely assume all risks associated with competing in the Event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including participants, spectators and Releasees), falls, injuries, illnesses, infections, contact with others, completing any and all obstacles, premises defects and the effects of weather, including, but not limited to, heat and/or humidity.

___ **3.** I understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease or contamination.

___ **4.** I understand that the Event course may contain wild animals, insects and plants.

___ **5.** I agree not to dive into or enter any mud pit head first, as doing so may cause serious physical injury and/or death.

___ **6.** I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous.

___ **7.** 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.

___ **8.** I consent to medical care and transportation in order to obtain treatment in the event of injury to me as SAS, volunteers or medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment and transportation provided in the event of an emergency and/or injury.

___ **9.** I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by SAS through its employees, representatives or agents, and to abide by any decision of any Event official relative to my ability to safely attend and participate in the Event.

___ **10.** I understand and agree that I am expected to exhibit appropriate behavior and to obey all local, state and federal civil and criminal laws at all times while participating in or attending the Event. This includes, generally, respect for all people, equipment, facilities or property. SAS may dismiss me, without refund, should my behavior endanger the safety of or negatively affect the Event, person, facility or property and I agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my negligence, gross negligence or intentional acts or omissions.

___ **11.** I agree not to consume alcohol prior to the Event or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the Event. I also agree that if I consume alcohol at the Event, I shall do so responsibly and only if I am over the minimum legal drinking age.

___ **12.** I agree that SAS is not responsible for any personal item or property that is lost, damaged or stolen at the Event.

___ **13.** 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.

___ **14.** I assign all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of the Event I may take or capture to SAS. SAS grants to me a limited, non---exclusive, perpetual right and license to use, for non---commercial purposes only, any and all photographs, motion pictures, recordings, or other records of the Event I may take or capture.

___ **15.** I agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Kansas, and that if any portion is held invalid, the balance shall continue in full legal force and effect.

___ **16.** I understand and acknowledge that the laws of the State of Kansas shall apply to all matters relating to this Waiver, that the exclusive jurisdiction for any dispute with the Releasees resides in state or federal court in Johnson 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 attendance or participation.

___ **17.** I am at least 18 years old

I recognize, acknowledge and understand that there are inherent risks of severe physical injury and/or death when participating in the Event. I am solely responsible for determining if I am (or my minor child/ward is) physically fit and sufficiently skilled for the Event. I freely and voluntarily agree to assume the full risk of any and all injuries, liabilities, damages, costs or losses, regardless of severity, that I (or my child) may sustain as a result of participating in the Event. I release, waive, discharge, absolve, indemnify, agree to hold harmless and covenant not to sue the Releasees for any claim arising out of any 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 any 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 at and participation in the Event, whether or not caused by the Releasees' negligence or gross negligence.

___ **I acknowledge that I have read and fully understood the important information above, that I have carefully analyzed, accepted, and agreed to all terms herein, that I sign on my own free act and deed and that I understand that I have given up legal rights by signing below.**

___ **I acknowledge that this Waiver is consideration for permission to participate in the Event and my participation in the Event WILL BE DENIED if my signature (or the signature of my parent/guardian if I am under the age of 18) does not appear on this Waiver prior to my participation in the Event.**

First and Last Name (Printed) **Name (Signed)** **Date**

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18

I, the parent or guardian of the below named participant ("Minor"), give my approval for Minor's participation in the Event. I assume all risks and hazards incidental to Minor's participation in the Event and I release, waive, discharge, absolve, indemnify, agree to hold harmless and covenant not to sue the Releasees for any claim arising out of an injury to the Minor and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of any 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 Minor's attendance at and participation in the Event, whether or not caused by the Releasees' negligence or gross negligence. I consent to the foregoing, grant permission for Minor to participate in the Event and acknowledge that I have carefully analyzed, accepted and agreed to the terms of this Waiver, know and understand its contents and sign below on my own free act and deed.

Minors First and Last Name (Printed) add additional below **Parent/Guardian Name (Signed)** **Date**