



Man Vs. Mountain/Kid vs Crag



Liability Waiver and Release Statement

The Waiver and Release Statement must be read carefully and signed and initialed prior to participating in the Man Vs. Mountain and/or Kid Vs. Crag Race ("Event") on Event Race route or surrounding areas ("premises"). As used herein, the term ("Releasees") is defined to include the following: Event, Mountain Town Station, The Wanderheart Project, City of Mt. Pleasant or their owners, officers, agents, employees or volunteers.

I, signed participant, or the parent or guardian of minor, acknowledge, agree and understand that:

- ___1. Voluntarily (or on behalf of my child/ward) and of my own free will, I elect to participate in the Event.
- ___2. I, assume all risks and hazards incidental to such participation or while serving in a spectator capacity, including transportation to and from the Event, and do hereby weave, release, absolve, indemnify and agree to hold harmless Mt. Pleasant Parks and Recreation, the City of Mt. Pleasant, Releasees or any entity connected with the event, its officers, staff, agents, employees, volunteers.
- ___3. I, (or my child/ward) is physically capable of participating in the Event and understand that the physical nature of Event can be strenuous and subject to risk of serious injury and further understand that no obstacle or activity inherent in the Event should be undertaken without the consent of a medical doctor and they are responsible for undertaking to obtain such consent.
- ___4. I voluntarily elect to accept and assume all risks and hazards involved in participating in the Event that may result in injury or death to myself (or my child/ward) or other participants including, but not limited to those hazards associated with extreme obstacles including, but not limited to, snow, ice, walls, cargo nets, climbing, jumping, junk cars, uneven terrain, weather conditions, equipment, and other participants, all of which can cause serious injury, death to me(or my child/ward) and/or to other participants and/or property damage.
- ___5. I (on behalf of my child/ward) acknowledge and agree that the risks associated with the Event are open and obvious and that I have been informed and warned of those risks. In addition, I will have the opportunity to inspect each obstacle prior to attempting it and I (my child/ward) will not attempt such obstacle unless I believe it is safe to do so. I agree and understand that attempting or completing any obstacle is purely voluntary and I (my child/ward) am free to avoid any obstacle. If I am participating in a competitive wave for prizes, I understand that avoiding an obstacle will render me ineligible for a prize.
- ___6. I release, discharge and agree not to sue the City of Mt. Pleasant or their owners, officers, agents, employees, volunteers or any other person/Releasees or entity connected with the Event for any claim, damages, costs, or cause of action which I (or my child/ward) have or may have in the future have as a result of injuries, death or damages sustained or incurred by me (or my child/ward) from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released. This includes all facilities/Premises used for Event by Mt. Pleasant Parks and Recreation and the City of Mt. Pleasant.
- ___7. I know that if I (or my child/ward) become injured while participating in the Event, I (or my child/ward) am responsible for my health care expenses.
- ___8. I understand that if I am pregnant, disabled in any way or have recently suffered an illness or injury, I (or my child/ward) should have or did consult a physician before participating in the Event.
- ___9. I (or my child/ward) am in good physical condition, am able to safely participate in the Event and have no medical conditions that would make my participation in the event more hazardous.
- ___10. I (or my child/ward) understand, agree and accept that some of the Event may go through snow that may contain debris from roadways, sidewalks, people, and animals.
- ___11. I (or my child/ward) understand that the Event course may contain wild animals.
- ___12. I (or my child/ward) consent to medical care and transportation in order to receive further medical attention in the event of injury as Releasees or medical professionals deem appropriate and understand that the waiver extend to any liability arising out of or in any way connected with such medical treatment or transportation.
- ___13. I (or my child/ward) agree to abide by all rules, warnings or other directions that the Releases deem appropriate for me to safely participate in Event.
- ___14. 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. If I choose to consume alcohol beverages after the Event, I will do so responsibly and only if am over the age of twenty-one (21).
- ___15. I understand that I am responsible for any lost or stolen property and agree to release responsibility to Releasees.
- ___16. I (or my child/ward) understand that I waive any rights/damages that may occur in result of photographs/videos of the events/activities offered through this department.
- ___17. I give Mt. Pleasant Parks and Recreation and City of Mt. Pleasant, The Wanderheart Project, and Mountain Town Station permission to use and distribute media materials obtained during Event.
- ___18. I understand and agree that all entry fees and related purchases are final and non-refundable.

I understand that the event is an extreme test of my physical and mental limits, that there are inherent risks involved in participating in the event and that engaging in those risks is one of the primary reasons I have voluntarily decided to participate in the event. I have read this agreement & waiver and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue Releasees. I acknowledge that I am signing this agreement & waiver freely and voluntarily and intend my signature to be a waiver and complete and unconditional the Releases of all liability due to the negligence of releases or the inherent risks of the event.

Signature: _____ Printed Name: _____ Date: _____

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

I represent and warrant that I am the legal parent or guardian of this named participant ("Minor"), have the legal authority to enter into this Agreement & Waiver and approve of the Minor's participation in the Event. I certify that both the Minor and I are aware of the nature and risks of the Event, that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and that the Minor is in good physical condition and qualified to participate in the Event. I release, waive, discharge and covenant not to sue the Releasees for any Claims on the Minor's account and further agree that if, despite this Agreement & Waiver, I, the Minor or anyone on the Minor's behalf makes a claim against the Releasees, I will indemnify and hold harmless the Releasees from such Claims.

Signature: _____ Printed Name: _____ Date: _____

Participant Name: _____