



Waiver and Release of Claims, Assumption of Risk and Warning of Risk for Patriot Games*

**Patriot Games is a trademark of The Patriot Games, LLC*

Please initial after reading each of the following to participate in the Patriot Games activities:

I understand and acknowledge that Patriot Games provides an opportunity to participate in “extreme” sports activities which may include, but are not necessarily limited to, water / mud pits, steep hills / trails, obstacles (natural or man-made, etc).

I understand and acknowledge that entering Patriot Games may be a hazardous activity - - I represent that I am medically able to fully participate in “extreme” sports activities and I agree to abide by any decision of a race official relative to my ability to safely complete the race or otherwise participate in Patriot Games activities.

I consent to emergency medical care and transportation at my expense in order to obtain treatment from 3rd party medical providers in the event of injury to me as such medical professionals may deem appropriate. This Waiver and Release extends to any injury, liability or cost arising out of or in any way connected with such medical treatment and transportation provided by a 3rd party in the event of an emergency and I assume all risk and cost incurred on my behalf.

I understand and agree that I assume all risks associated with competing in Patriot Games activities, which may include, but not necessarily limited to, falls, contact with other participants, negligent or wanton acts of other participants, defects or condition of premises, adverse effects of the weather, including rain, high heat and / or humidity, etc. This Waiver and Release extends to any injury, liability, damages or cost arising out of or in any way connected with participation in the Patriot Games activities on behalf of The Patriot Games, LLC and property owner.

I understand and agree that I will not consume alcohol prior to Patriot Games activities and further agree not to ingest any medicines or substances that will inhibit or otherwise adversely affect my mental or physical ability to safely and effectively participate in Patriot Games activities.

I understand and agree that I will obey all civil and criminal laws while participating in Patriot Games activities.

I understand and agree that Patriot Games will not be responsible for any personal possessions or property that are lost or stolen on the grounds or in any of the activities area.

I understand and agree that no pets, infants, etc. will be allowed to participate and I further understand and agree that no wheeled means of conveyance are permitted in Patriot Games activities.

I understand, acknowledge and agree to grant permission to Patriot Games, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of Patriot Games.

I understand and agree that all entries are final with no refunds. **I further understand and agree that** the official race directors reserve the right in any event of emergency or local or national disaster to cancel the scheduled Patriot Games activities and in the event of cancellation or change there will be no refund of entry fees.

I understand and agree that participants in Patriot Games activities are expected to exhibit appropriate behavior at all times, including but not limited to, obeying race rules and guidelines, respect for other participants and guests, protecting equipment, property and facilities, etc. Patriot Games reserves the right to exclude, deny or terminate, without refund, the participation from The Patriot Games activities of anyone whose behavior endangers the of a race, a person, a facility, or property of any type or kind. I also agree to indemnify The Patriot Games, LLC, its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.

I acknowledge and represent that I am [] over the age of EIGHTEEN (18), **OR** [] **that my Parent/Guardian** has reviewed this waiver and consented to its terms on my behalf (please check one of the above).

(Please read and complete WAIVER & RELEASE OF ALL CLAIMS & ASSUMPTION OF RISK on back page)

WAIVER & RELEASE OF ALL CLAIMS & ASSUMPTION OF RISK

I understand and acknowledge that Patriot Games provides an opportunity to participate in “extreme” sports activities which, as a potentially hazardous activity, may have inherent risks of physical injury to participants. I voluntarily and unconditionally agree to assume the risk of any and all injuries, damages and or loss, regardless of severity, that I, or my minor child / ward as the case may be, may sustain as a result of said participation in the Patriot Games activities. I further agree to waive and release any and all claims that I, or my minor child / ward, may have as a result of participating in the Patriot Games activities. I have read and fully understand this important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. Please note that your registration will be unacceptable if the signature of an adult participant or parent / guardian is not secured by the Patriot Games officials at the event. The Patriot Games is committed to conducting its race and activities safely and in manner which minimizes risks and all participants are requested to follow safety rules and instructions that are designed to protect the safety of all participants. I understand, consent to and agree to be solely responsible for my participation, or that of my minor child / ward, understanding that a certain degree of physical fitness and or skill for this type of sport has been considered carefully. You are advised to consult with your physician if your physical condition may be a factor (eg pregnancy, injury, recent illness / injury or impairment, etc). I have read this “Waiver & Release of all Claims & Assumption of Risk” and I expressly release, waive, indemnify and forever discharge the Patriot Games, its officials, agents, volunteers, employees and or sponsors (including the property owner) from any and all claims for injuries, illnesses, damages, expenses, or loss that I, or my minor child / ward, may have, or which may accrue to myself or to my minor child / ward, arising out of, connected with, or in any way associated with the race, program or activities of the Patriot Games.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

Participant’s Name (Printed)

Participant’s Signature

Date

ONLY COMPLETE THIS SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT IN PATRIOT GAMES ACTIVITIES UNDER THE AGE OF 18:

As the parent or guardian of the above named minor participant, I hereby give my consent and approval to this child’s participation in the Patriot Games activities. I agree to assume all risks and hazards incidental to his or her participation in the Patriot Games activities, I have read this “Waiver & Release of all Claims & Assumption of Risk” and I expressly release, waive, indemnify and forever discharge the Patriot Games, its officials, agents, volunteers, employees and or sponsors (including the property owner) from any and all claims for injuries, illnesses, damages, expenses, or loss that my minor child / ward, may have, or which may accrue to my minor child / ward, arising out of, connected with, or in any way associated with the race, program or activities of the Patriot Games. I consent to the above and grant permission for him / her to participate in Patriot Games activities. I acknowledge that I have carefully read, accepted and agreed to the terms and conditions of this “Waiver & Release of all Claims & Assumption of Risk”.

Participant’s Name (Printed)

Parent or Guardian Signature

Date