

RELEASE AND WAIVER OF LIABILITY, AGREEMENT NOT TO SUE, AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I UNDERSTAND THIS IS AN IMPORTANT LEGAL DOCUMENT RELATING TO MY PARTICIPATION IN AN OUTDOOR ADVENTURE RACE, AND BY SIGNING THIS DOCUMENT I AM WAIVING LEGAL RIGHTS I MAY HAVE AGAINST THE ORGANIZER.

I have voluntarily applied to participate in an athletic outdoor adventure race organized by Laacke & Joys. I understand the Adventure Race involves participation in non-motorized endurance activities including race hiking, climbing (ascending and repelling), mountain biking, running and canoeing. I understand that the Adventure Race is designed to be physically and mentally demanding.

I represent I am in good physical condition and am familiar with the varied risks attendant to each of the above mentioned activities. I ACKNOWLEDGE THAT MY PARTICIPATION IN THE ADVENTURE RACE WILL TEST MY PHYSICAL AND MENTAL LIMITS AND CARRIES WITH IT THE POTENTIAL FOR DEATH, SERIOUS PHYSICAL INJURY AND PROPERTY LOSS.

I understand most of the Adventure Race takes place on streets, trails, water and buildings. I understand Laacke & Joys has chosen the location of the Adventure Race because of its inherent interest and physical challenge. Accidents or illness may occur in remote areas without immediate or appropriate medical or emergency help and may be aggravated by exposure to temperature extremes or inclement weather. I understand such conditions may impair or prevent the timely rescue of Adventure Race participants and may aggravate (my) injuries.

I understand most of the Adventure Race takes place on an open course on city streets, Lake Michigan and the Milwaukee River which during the Race will expose me and other participants to a variety of unmarked and uncontrolled hazards and conditions that may cause me serious bodily injury or death, including by way of example but not limited to: general exposure to extremes of heat and cold; hypothermia; water hazards; flash floods; drowning; injury from steep, slippery or otherwise treacherous terrain; collision with objects, including those submerged below water surfaces; injuries arising from equipment failure or defect; falls from heights, objects, equipment, falling rocks and objects; collision with other participants, and others; loss of orientation (getting lost) in a primitive area; exhaustion, dehydration, fatigue, over-exertion and sun or heat stroke; and risks arising from evacuation and rescue activities in primitive areas. I acknowledge the foregoing is not an exhaustive list of the risks, hazards and dangers I will be exposed to as a result of the Race activities, and I voluntarily and freely accept these and all such other risks, hazards and dangers.

I understand Laacke & Joys, directly and/or through independent contractors, will provide various services and equipment in connection with the Race and its participants. These services and equipment may include, but are not limited to: transportation to, from the Race; provision of food and/or water; furnishing equipment and outfitting for race events, including bicycles and related equipment; ropes; rafts, paddles, and helmets; guide services; emergency and rescue equipment and

and outfitting for race events, including bicycles and related equipment; ropes; rafts, paddles, and helmets; guide services; emergency and rescue equipment and services; and medical and first aid services. I acknowledge that neither MXAR nor any such contractor has made any warranties whatsoever about equipment furnished by them or either of them for the Race or otherwise used by any participants, and that there are no warranties of any kind from anyone regarding the equipment's fitness or suitability for use for any purpose in connection with the Race.

Various governmental agencies (federal, state, and local) have given permits to Laacke & Joys allowing the Race to be conducted on public lands managed by the agencies. The agencies may have observers stationed along the route of the Race who may interfere with or pose risks to the participants. These agencies may also participate in rescuing or furnishing emergency services to participants. Other users of public land where the Race will be held may interfere with or pose risks to participants.

Acknowledgement and Assumption of Risk

I AM AWARE THAT OUTDOOR ADVENTURE ENDURANCE ACTIVITIES, INCLUDING HIKING, MOUNTAIN BIKING, CLIMBING, RAPPELLING, AND CANOEING ARE HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THE LAACKE & JOYS URBAN FROG/TADPOLE RACE WITH FULL KNOWLEDGE, APPRECIATION AND UNDERSTANDING OF THESE DANGERS AND PERSONAL RISKS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PARTICIPATING, INCLUDING BUT NOT LIMITED TO INJURY, DEATH AND/OR PROPERTY LOSS.

I ACKNOWLEDGE THAT NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER HAVE BEEN MADE TO ME REGARDING ANY OF THE EQUIPMENT TO BE USED IN THE ADVENTURE RACE BY ME OR OTHER PARTICIPANTS AND THAT I WILL USE THE EQUIPMENT ENTIRELY AT MY OWN RISK.

As lawful consideration for being permitted by Laacke & Joys to participate in the Adventure Race and all activities associated therewith:

I HEREBY AGREE THAT I, MY HEIRS, NEXT OF KIN, SPOUSE, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS WILL NOT SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE ANY OF THE FOLLOWING PERSONS, ENTITIES OR GOVERNMENTAL AGENCIES FOR ANY INJURY TO ME OR MY PROPERTY, OR MY DEATH, HOWSOEVER CAUSED, AND REGARDLESS OF WHETHER CAUSED DIRECTLY OR INDIRECTLY, BY THEIR NEGLIGENCE, GROSS NEGLIGENCE OR ANY OTHER ACTS, BY ANY DEFECT IN AND/OR FAILURE OF EQUIPMENT, AND BY OR RESULTING OR ARISING OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THE ADVENTURE RACE OR ACTIVITIES ASSOCIATED WITH THE ADVENTURE RACE.

Laacke & Joys, Mid-America Xtreme Adventure Racing and sponsors, including all Officers, Directors, Employees, Volunteers, and Members.

All local and other governmental agencies whose property, personnel, or services are in any way involved or related to the Adventure Race or its

activities.

Any other participant in the Adventure Race, any provider of equipment or services for the Adventure Race. Any provider of personnel, transportation, medical, first-aid, emergency or rescue services in connection with the Adventure Race.

All volunteers providing equipment, supplies or services in connection with the Adventure Race.

Any contractor of, or outfitter providing goods or services in connection with the Adventure Race.

All employees, officers, members, directors, agents representatives or affiliates of any of the foregoing persons, entities, and governmental agencies or entities.

IN ADDITION, I HEREBY RELEASE AND DISCHARGE EACH OF THE FOREGOING PERSONS, ENTITIES AND GOVERNMENTAL AGENCIES FROM ANY AND ALL ACTIONS, LIABILITIES, CLAIMS OR DEMANDS (INCLUDING WITHOUT LIMITATION THOSE BASED ON NEGLIGENCE, GROSS NEGLIGENCE AND/OR PRODUCTS LIABILITY) THAT I, MY HEIRS, NEXT OF KIN, SPOUSE, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS NOW HAVE OR MAY HEREAFTER HAVE FOR ANY INJURY TO ME OR MY PROPERTY, OR MY DEATH, RESULTING FROM MY PARTICIPATION IN THE ADVENTURE RACE OR ACTIVITIES ASSOCIATED WITH THE ADVENTURE RACE.

I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OF THE FOREGOING PERSONS, ENTITIES AND GOVERNMENTAL AGENCIES, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, COSTS AND ATTORNEY'S FEES, BY WHOMEVER ASSERTED, ARISING OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THE ADVENTURE RACE INCLUDING, WITHOUT LIMITATION ANY INJURY, LOSS OR DEATH I MAY SUFFER THEREFROM.

I UNDERSTAND THAT I FULLY ASSUME ALL COSTS RELATED TO ANY AND ALL MEDICAL OR EMERGENCY ASSISTANCE I MAY NEED, INCLUDING TRANSPORT, EMERGENCY ROOM, MEDICATIONS AND HOSPITAL RELATED COSTS.

I acknowledge and agree the foregoing waiver, release and indemnification is intended to operate and be construed as broadly as possible under applicable law. Accordingly, to the extent applicable law would limit this waiver, release and indemnification in way, or invalidate any provisions hereof, such limitation or invalid provision shall not operate to invalidate this waiver, release and indemnification in its entirety; rather this waiver, release of indemnification shall be deemed to operate and to be effective to the maximum extent permitted by law.

I also understand the Laacke & Joys will be creating video footage of this event, as well as still image photography, which may include my image. I authorize Laacke & Joys to use these images at its sole discretion in media including, but not limited to, print media, video, internet, and television.

I HEREBY AFFIRM: I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE CAREFULLY READ THIS DOCUMENT, AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS DOCUMENT IS
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RELEASE OF ALL LIABILITY AND A CONTRACT ENFORCEABLE AGAINST ME (AND MY HEIRS, NEXT OF KIN, SUCCESSORS, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS) IN A COURT OF LAW. I HAVE SIGNED THIS DOCUMENT OF MY OWN FREE WILL AND ACT.

TEAM NAME: _____

SIGNED (CAPTAIN):

PRINT:

DATED: _____

SIGNED:

PRINT:

DATED: _____

SIGNED:

PRINT:

DATED: _____

SIGNED:

PRINT:

DATED: _____