

WAIVER, RELEASE AND INDEMNITY

PLEASE TAKE THE TIME TO READ THIS DOCUMENT CAREFULLY BEFORE YOU SIGN IT. IT AFFECTS YOUR FUTURE LEGAL RIGHTS

1. I acknowledge that I am at least eighteen (18) years old, or my parent or legal guardian has read this waiver in its entirety and has consented to its terms.
2. I understand and acknowledge that my participation in the Mud Hero (the "Event") is an inherently dangerous activity and that the risk of injury, serious injury or death, given the nature of the Event, cannot be eliminated;
3. I voluntarily accept all risks of competing in the Event, including my own actions, the actions of others (including but not limited to other participants, Event staff and spectators), falls, illness, infection, contact with other participants, Event staff and spectators, completing any and all obstacles, premises defects, and the effects of weather including but not limited to heat, humidity and precipitation;
4. I understand and acknowledge that all applicable rules for participation in the Event, and all directions and instructions given by Event staff, must be followed and that SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME AT ALL TIMES while participating in the Event;
5. I understand, accept and agree that some of the obstacles go through water which may not have been tested for chemicals, disease or contamination;
6. I agree not to dive into or enter any mud pits or water obstacles head first as doing so may result in serious injury to myself and/or others;
7. I certify that I am physically fit and have no medical condition that would make my participation in the Event more hazardous;
8. I undertake and agree to remove myself from participation in the Event should I sense or observe any hazard or unsafe condition, or feel unfit or unable to safely continue;
9. By signing this waiver, I agree to RELEASE, HOLD HARMLESS AND WAIVE ALL CLAIMS that I have or may have in the future against Crazy Canuck Events Inc., its officers, directors, employees, volunteers, insurers, venue, sponsors, contractors and assigns (hereinafter collectively referred to as "the Releasee") for all loss, damage, injury or expense which I may suffer as a result of my participation or presence at the Event, due to any cause whatsoever, including but not limited to negligence, gross negligence or negligent rescue on the part of the Releasee and from any breach of contract, statutory duty or duty of care on the part of the Releasee.
10. I agree to have my name, voice, statements, photograph, video, image and/or likeness, and the name, voice, statements, photograph, video, image and/or likeness of my child(ren) and/or ward(s), recorded by the Releasees (collectively the "Recordings").
11. I agree not to sue and to indemnify and hold harmless the Releasee from all claims, expenses, fees, liability, damage award or cost of any type howsoever arising from my participation in the Event, including any loss or damages resulting from or arising out of their Use of the Recordings or Materials..
12. In accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA), I agree to allow Odyssey Medical Inc. to compile, analyze, share and publish participant medical and injury data. All participants' identities will remain confidential unless required by law. Any personal or identifying information will not be published.

I HAVE CAREFULLY READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY and am aware that by signing this document, I am waiving substantial legal rights on my own behalf, and on behalf of my estate, heirs, executors and next of kin, including giving up the right to sue.

Today's Date: _____ Participant's Name (Print): _____

PARENTAL CONSENT FOR MINOR PARTICIPANT (IF UNDER THE AGE OF 18)

1. I am the parent or legal guardian of the minor person signing above;
2. I have read and understood the above waiver, release and indemnity, and have discussed its contents with the minor person signing above;
3. As a result of this discussion, I am satisfied that the minor person signing above understands this document and his obligations as set out therein.
4. In consideration of the participation of the minor person signing above, I too agree to waive, release and indemnify the Releasee in the terms set out above.

I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD AND I AND OUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT OF KIN MAY HAVE AGAINST THE RELEASEE

If under 18: Please print Parent/Guardian Name: _____

Signature of Participant (or Parent/Guardian if under 18): _____