

WAIVER, RELEASE, AND INDEMNIFICATION STATEMENT

In consideration of the acceptance of my entry in the MAFF adventure race

1. I hereby agree to comply with all the rules and regulations and event instructions of the **MAFF** and its Directors.
2. For myself, my executors, administrators, heirs, next of kin, successors and assigns, I HEREBY:
 - (a) waive and release any and all claims I may have against **MBM Sporting Events, LLC**, the **MAFF** race, their owners, officers, directors, members, volunteers, employees, agents, sponsors, the owners of property upon which the event takes place, the governmental bodies which gave permits for the event, or any one or more of them or their executors, administrators, heirs, next of kin, successors or assigns including any and all claims for damage caused by negligence of any of them, arising out of my participation in the event and its related activities, together with any cost including attorney's fees that may be incurred as a result of any such claim whether valid or not, and
 - (b) indemnify and hold harmless the release of said parties against any such claim that I or my guests or any one or more of my or their executors, administrators, heirs, next of kin, successors or assigns may have or assert and against any costs including attorney's fees with respect hereto.
3. I hereby acknowledge that I have sole responsibility for my person, possessions and athletic equipment during the **MAFF** race, and its related activities.
4. I hereby acknowledge that I have been notified that the **MAFF** race may require the following physical and mental activity, some or all of which may be performed in extreme weather: running, hiking, mountain biking, road biking, swimming, canoeing, lifting objects, navigating in the woods, biking, walking or running in and around traffic.
5. I hereby acknowledge that participation in the **MAFF** race carries with it potential hazards 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; drowning; injury from steep, slippery or otherwise treacherous terrain or objects; collision with objects, including those submerged below water surfaces; injuries arising from equipment failure or defect; falls from heights and equipment; falling rocks and objects; collision with other participants, and others, including wild animals; loss of orientation 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 **MAFF** race activities, and I voluntarily and freely accept these and all such other risks, hazards and dangers. I thereby release **MBM Sporting, LLC**, the **MAFF** race, their owners, officers, directors, members, volunteers, employees, agents, sponsors, the owners of property upon which the event takes place, the governmental bodies which gave permits for the event, or any one or more of them or their executors, administrators, heirs, next of kin, successors or assigns, from responsibility of injury or death during the event and its related activities.
6. I hereby attest and verify that I am physically fit and have sufficiently trained for this **MAFF** race.
7. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the **MAFF** race. I further hereby acknowledge that the reasonable expectation for the range of time it will take to apply Basic Life Support and Advanced Life Support to a medical emergency from the time the injury occurs is 5 to 30 minutes depending upon the location of the emergency. I further hereby agree to use the team mandatory cell phone to dial 911 in the event of a medical emergency as soon as possible in order to summon medical aid.
8. I hereby 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 **MAFF** race by me and that I will use the equipment entirely at my own risk.
9. I hereby approve the free use of my name and picture in broadcast, telecasts, and the press or websites as they pertain to the **MAFF** race.

10. I hereby agree that in the event of a cancellation of the event due to inclement weather or other "Act of God", my enrollment fee shall be non-refundable.
11. I hereby 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 HEREBY AFFIRM I HAVE CAREFULLY READ THIS DOCUMENT, AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS DOCUMENT IS A RELEASE OF ALL LIABILITY AND A CONTRACT ENFORCEABLE AGAINST ME (AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS) IN A COURT OF LAW. I HAVE SIGNED THIS DOCUMENT OF MY OWN FREE WILL AND ACT.

Team Name: _____ **Team Number:** _____

DATED: _____

Printed Name of Participant: _____

Signature of Participant: _____

Printed Name of Participant: _____

Signature of Participant: _____

Printed Name of Participant: _____

Signature of Participant: _____

Printed Name of Participant: _____

Signature of Participant: _____

******* Participants under 18 years of age must have parental/guardian approval *******

Printed Name of Parent/Guardian: _____ **For participant:** _____

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____ **For participant:** _____

Signature of Parent/Guardian: _____