

Revised August 25, 2014

# The Tater Dash Mud Run Release Waiver

Tater Dash Mud Run Assumption of Risk and Warning of Risk Waiver and Release of Claims  
("Assumption & Release")

Please sign on the signature line at the end of the document to indicate your agreement to each of the following:

1. I understand that participating in The Tater Dash Mud Run is a test of one's physical and mental limits and is a potentially hazardous activity.
2. I agree not to participate in the event unless I am medically and physically able, which I am solely responsible for determining. I certify that I have not been advised against participation in the event by a qualified medical professional.
3. I understand that the event presents extreme obstacles including, but not limited to steep, muddy hills, mud pits, uneven terrain, potholes, cargo climbs, slippery surfaces, rocks, branches and other debris.
4. I understand that this race may require me to run, jump, crawl, climb wade through mud and water, descend, swing, and slide.
5. I understand that some obstacles may require me to pass through water or mud that has not been tested for chemicals or disease.
6. I agree not to dive into or enter the mud or water head first.
7. I understand that there may be optional obstacles involving the consumption of alcohol, and I agree not to participate in such activities unless I am at least 21 years of age and not taking any medications or substances that should not be taken with alcohol.
8. I understand that children under 12 are not permitted to participate or accompany me in the event unless a parent or guardian signs the release of liability on their behalf.
9. I understand that pets are not permitted to accompany me in the race.
10. I assume risk that insects or wild animals may be present on the course.
11. I understand that there may be motor vehicle traffic, spectators, volunteers, and other competitors on or near the event course.
12. I agree to abide by any decision by a race official regarding my ability to safely compete the race. This determination is at the sole discretion of the race official, and understand that allowing participation does not imply liability.
13. I assume any and all risks associated with participating in The Tater Dash Mud Run including, but not limited to slips, falls, contact with other individuals, negligent or deliberate acts of other

participant, defects or condition of the premises or obstacles, effects of weather including extreme temperature variation, storms and/or humidity, or injury as a result of any activities or conditions during, before, or after the event.

14. I consent to any emergency medical care and transportation in the event of injury, as deemed appropriate by race officials or a medical professional. Release of liability extends to medical treatment and transportation provided during or after the event.
15. I acknowledge that all participant and spectators are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment and facilities and cooperative, positive participation. Tater Dash Mud Run, LLC may dismiss, without refund, anyone whose behavior endangers safety or negatively affects a race, a person, an obstacle, a facility or property of any type or kind.
16. I agree that Tater Dash Mud Run, LLC is not responsible or liable for any personal items or property that are lost or stolen at or during the event.
17. I grant permission to Tater Dash Mud Run, LLC, its affiliates and sponsors to use any photographs, recordings, motion pictures, verbal or written quotes, or any other recording of this event for any purpose including, but not limited to, promotional, advertising, and marketing purposes. Any and all photographs, motion pictures, recordings, verbal or written quotes, or any other recording of this even are the sole property of Tater Dash Mud Run, LLC.
18. I understand that all entries for the event are final with no refunds.
19. In the event of emergency or in the event of a local or national disaster, event coordinators reserve the right to cancel the rate and in the event of cancellation or change there is no refund of entry fees.
20. I agree to indemnify Tater Dash Mud Run, LLC, its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.
21. **(Please Check One)** \_\_\_\_\_ I am at least 18 years old, **OR** \_\_\_\_\_ I am under the age of 18 and in addition to me my Parent/Guardian has reviewed this waiver and consented to its terms.

### **ALL PARTICIPANTS - Waiver & Release of All Claims and Assumption of Risk**

I recognize and acknowledge that there are certain risks of physical injury to participants in The Tater Dash Mud Run, and I voluntarily and knowingly agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I further agree to waive and relinquish all claims I may have (or which may accrue to me) as a result of participating in these activities against Tater Dash Mud Run, LLC including its owners, managers, officers and employees, the race officials, agents, volunteers, sponsors, and the owners and operators of the venue (hereinafter collectively referred to as "Administrators"). Participants registering for the race, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I agree that I am solely responsible for determining if I am physically fit and/or skilled for the race or activities contemplated by this Assumption and Release. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness,

injury or impairment, to consult a physician before undertaking any physical activity. I, for myself and my heirs, do hereby fully release and forever discharge the Administrators from any and all claims for injuries, including death or incapacity, illnesses, damages, expenses or loss that I may suffer arising out of, connected with, or in any way associated with the race, program or activities including injuries caused or associated with transportation to and from the event. I have read and fully understand the above 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. PARTICIPATION WILL BE DENIED, if I have not signed this waiver before the start of the event.

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

_____	_____	_____	_____
<b>Name (Printed)</b>	<b>Name (Signed)</b>	<b>Date</b>	<b>Age on Date of Race</b>

ONLY COMPLETE BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I, the parent or guardian of the above named participant, have read through this waiver and all its terms, and I hereby give my approval to this child's participation in The Tater Dash Mud Run. I assume all risks and hazards incidental to my child's participation in The Tater Dash Mud Run, and I hereby waive, release, absolve, indemnify and agree to hold harmless the Administrators, as defined above, for any injury to my child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child's participation in The Tater Dash Mud Run. I consent to the foregoing and grant permission for him/her to participate in The Tater Dash Mud Run. I acknowledge I have carefully read, accepted and agreed to the terms on this Assumption and Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed.

_____	_____
<b>Child Name (Printed)</b>	<b>Age on Date of Race</b>

_____	_____	_____
<b>Parent or Guardian Name (Printed)</b>	<b>Parent or Guardian Name (Signature)</b>	<b>Date</b>