

## **Mankato Mud Run 2016 Participant and Volunteer Waiver**

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

### ASSUMPTION OF RISK AND RELEASE OF LIABILITY

In exchange for being allowed to participate in the Mankato Mud Run and other valuable consideration, I (or my parent, legal guardian or other representative) agree as follows:

1. **ASSUMPTION OF RISK:** I understand that the Mankato Mud Run is a recreational activity and that my participation in it is voluntary. I understand that participation in the Mankato Mud Run carries with it certain risks, including, but not limited to, personal injury or death caused by, but not limited to, falls, contact with other participants or obstacles, course conditions, or weather. I acknowledge that by participating in the Mankato Mud Run, I appreciate and assume these risks and any other risk which I have knowledge of, appreciate and accept during the Mankato Mud Run. I acknowledge that I am solely responsible for my physical and mental fitness, and that I should consult a physician or other medical professional before engaging in physical activity such as and including the Mankato Mud Run.
2. **RELEASE, HOLD HARMLESS, AND COVENANT NOT TO SUE:** I agree to release, hold harmless, and covenant not to sue Mankato Mud Run, their employees, agents, assigns, or any volunteer, participant, or spectator of Mankato Mud Run for any claim of ordinary negligence arising out of my participation in the Mankato Mud Run. I understand that this release, hold harmless, and covenant not to sue is limited to claims for ordinary negligence and in no way shall be construed to release claims for conduct that constitutes greater than ordinary negligence, conduct that constitutes reckless or grossly negligent conduct, or willful, wanton or intentional acts, or claims I may have that are beyond simple negligence
3. **PROMOTIONAL MATERIALS:** I give permission to Mankato Mud Run to use my name, image, likeness or any other record of my participation in the Mankato Mud Run for any promotional purposes without obligation or liability to me.
4. **NO WAIVER OR ORAL MODIFICATION:** I understand that this agreement may not be waived or modified in whole or in part except by written consent of the undersigned and the Mankato Mud Run. A waiver of one term shall not be construed either as a continuing waiver or waiver of any other term.
5. **INTEGRATION:** This document contains the entire final agreement of the parties and it supersedes all prior or contemporaneous agreements, representations, or understandings.
6. **SEVERABILITY:** In the event that any term of this agreement is held to be unenforceable, that holding shall not affect the enforceability of any other term.
7. **ACKNOWLEDGMENT:** I acknowledge that by signing this agreement, I am giving up certain legal rights. I understand that I should contact an attorney if I have questions about these rights. By signing this document, I acknowledge that I have read it and understand its contents.

BY CHECKING THE BOX BELOW OR SIGNING BELOW, I AFFIRM THAT I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

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Signature

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Name (Printed)

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Date