



Assumption of Risk, Waiver, Consent & Release of Liability
2018 Carroll County Fair Obstacle Course
Sponsored by Flora Community Club, Inc. and Carroll County Community Center

Read Completely and Carefully before Signing

IN CONSIDERATION FOR AND AS A CONDITION OF BEING PERMITTED TO PARTICIPATE IN THE OBSTACLE COURSE (the "EVENT"), ON BEHALF OF MYSELF AND ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, EXECUTORS, SUCCESSORS AND NEXT OF KIN, I UNDERSTAND, AGREE, AND REPRESENT AS FOLLOWS:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this EVENT, the following entities or persons: FLORA COMMUNITY CLUB, INC. ("FCC") and CARROLL COUNTY COMMUNITY CENTER ("CCCC") and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;
(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liability or claims made as a result of participation in this EVENT, whether caused by the negligence of released parties or otherwise. I acknowledge that the FCC and CCCC and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the FCC and CCCC. I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, the actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, producers of the event, and dehydration. These risks are not only inherent to participants but are also present for volunteers.
(C) I HEREBY ASSUME ALL OF THE RISKS AND HAZARDS OF PARTICIPATING AND/OR VOLUNTEERING IN THE EVENT, and I voluntarily, knowingly, and freely assume all such risks, both known and unknown, without limitation, associated with participation in the EVENT and entering the premises, whether caused by the negligence of the EVENT staff or volunteers, my own actions or inactions, the actions or inactions of others (including EVENT attendees, organizers, staff, or volunteers), falls, injuries, illness, infections, contact with others, navigation of any and all obstacles, the effects of weather, and any risks that may arise from dangerous or defective equipment or property owned, maintained, or under the control of the persons or entities being released, or because of their possible liability without fault.
(D) I CERTIFY THAT I am, and on the date of the EVENT will be, in good health and sufficient physical condition to safely participate in the EVENT and have no known or knowable physical or mental health conditions that would impair my ability to safely participate in the EVENT, or that would create danger for myself or others. I understand that I am advised to consult with a physician or other qualified medical professional before participating in the EVENT, especially if I am pregnant, disabled, or have recently suffered an illness or injury.
(E) I CONSENT TO RECEIVE MEDICAN CARE AND TREATMENT and transportation in order to obtain such care and treatment in the event of my injury or illness as may be deemed appropriate, and I further understand that the terms, agreements, and releases of this FORM extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.
(F) I ACKNOWLEDGE THAT THIS ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY FORM will be used by the EVENT holders, sponsors, and organizers of the EVENT in which I may participate, and that it will govern my actions and responsibilities during the EVENT, and I understand that at this EVENT or related activities, I may be photographed, and I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the EVENT holders, producers, sponsors, organizers, and assigns, and that this AGREEMENT shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

ACKNOWLEDGEMENT

Adult Participant (18+):

I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTANDS ITS CONTENT, THAT I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, WAIVER, CONSENT AND RELEASE OF LIABILITY CONTRACT, AND THAT I AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN.

Signature:

Print

Name:

Date:

Minor Participants (under 18) – Signature by Parent or Legal Guardian:

The undersigned, being the parent or legal guardian of the minor named below, does hereby represent that he/she is in fact acting in such capacity, has read and understands the terms of this Agreement and the inherent risks assumed in allowing a minor to participate in the EVENT, consents to and grants permission for the minor's participation in the EVENT and agrees to indemnify, save and hold harmless each and all of the aforementioned parties from all loss, liability, damage, cost or claim whatsoever arising out of, related to, or resulting from the minor's participation in the EVENT.

Print Minor's name:

Print Name of Parent/Guardian:

Parent/Guardian Signature:

Date:
