



## **GRIT Adventures program**

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

In consideration of the Minor (identified below) being allowed to participate in any way in this outdoor adventure race program (the "Event") produced by GRIT Adventures LLC, at Maple Lawn and various local parks. I the undersigned Parent/Guardian, acknowledge, accept and agree that:

1. I acknowledge and agree that Minor's participation in the Event is purely voluntary. I understand that the Event will take place outdoors without protection from the elements, including direct sun, rain, wind, and other elements. I fully understand that this Event involves risks of serious bodily injury, including permanent disability, paralysis and death for the Minor, which may be caused by their own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the Releasees named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and on behalf of myself and the Minor, I fully accept and assume all such risks and all responsibility for losses, costs, and damages incurred by either me or the Minor as a result of the Minor's participation in the Event.
2. In consideration of Minor's participation in the Event, I, my heirs and assigns hereby release GRIT Adventures LLC, and their respective parent, subsidiary and affiliated companies, and their respective employees, volunteers, directors, officers, representatives, dealer associations, dealers, agents, contractors, sponsors, advertisers, and, if applicable, the owners and lessors of the premises used to conduct the Event (individually and collectively, the "Releasees") from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.
3. As the Parent/Guardian, I knowingly and voluntarily agree to comply with the stated and customary terms and conditions for the Minor's participation in the Event. If, however, I observe an unusual and/or significant hazard during my presence at the Event, I will remove the Minor from participation and bring such hazard to the attention of the nearest Event official.
4. I, for myself and on behalf of the minor and our respective heirs, assigns, personal representatives and/or next of kin, forever waive, release, discharge, and covenant not to sue releases, with respect to any and all injury, suits, claims, costs, liability, disability, death, and/or loss or damage to person or property, in connection with the minor's participation in the event, whether arising from negligence of the releasees or otherwise. I further agree to indemnify, defend and hold harmless releases from any loss, liability, cost, claim or damages arising from the minor's participation in or association with the event, by reason of the permissions granted herein, and/or my covenants not to sue contained herein, including but not limited to reasonable attorney's fees.
5. I certify and represent that the Minor is physically fit and able to participate in the Event and suffers from no existing physical or medical condition which could result in illness or injury from the Minor participating in the Event and I acknowledge that I am aware of the inherent risks in participating in an

athletic event of this type. I further certify and represent that on the date of the Event, the Minor will be covered by medical/health insurance, individually or as part of an organization. Further, I hereby consent to administration of first aid and other medical treatment in the event of injury or illness to the Minor in connection with participation in the Event and hereby release and indemnify Releases from any and all liability or claims arising out of such treatment.

6. GRIT Adventures reserves the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of GRIT Adventures or the other Releases that might affect the health and/or safety of participants. No refunds will be granted.
  
7. This agreement shall be governed by the laws of the State of Maryland applicable to contracts executed and performed entirely therein. Any action to enforce this agreement shall be brought exclusively in the state or federal courts located or having jurisdiction in Howard County, Maryland and I hereto irrevocably submit to the jurisdiction of such courts.

**NOTICE TO THE MINOR CHILD'S PARENT/GUARDIAN**

Read this form completely and carefully. You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if the releasees use reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from the releases in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form, and the releasees have the right to refuse to let your child participate if you do not sign this form.

I have read this release of liability/publicity and assumption of all risks agreement. I understand the terms of this agreement and agree to be bound by them. I understand that, by signing below and/or by allowing minors to participate, I have voluntarily given up substantial rights without inducement by releasees.

Parent/guardian signature \_\_\_\_\_ Date: \_\_\_\_\_

Participant's full name ("minor") \_\_\_\_\_ Minor age: \_\_\_\_\_ DOB: \_\_\_\_\_

Parent/guardian full name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

Relationship to minor: \_\_\_\_\_