

LOST ARROW SPORTS

ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY AND APPLICANT CONSENT, INDEMNIFICATION AGREEMENT, ACCEPTANCE OF LOST ARROW SPORTS ("LOST ARROW SPORTS") RACE RULES FOR LOST ARROW SPORTS RACES, AND MEDIA RELEASE (HEREIN "RACE")

This Agreement is given by the undersigned Applicant for the benefit of Lost Arrow Sports, and its respective divisions and associations, employees, official(s), owner(s), agents, members, sponsors, promoters and affiliates (collectively "Releasees").

I acknowledge that adventure racing is an inherently dangerous sport in which I participate at my own risk. I acknowledge that the Race will occur in a rural and/or urban environments and will included, but is not limited to, the following activities and dangers: navigation, trekking, bicycling on and off roads, trails, and highways, canoeing, orienteering, in-line skating, scootering, kayaking, running, ropes and sleep deprivation, getting lost, traffic, animal attacks, dehydration, landslides, cliffs, falling rocks. In consideration of and as a condition of entering in the Race, I individually and on behalf of my heirs, executors, administrators, legal representatives, successors and assignees, release and forever discharge, hold harmless, indemnify, including as to attorney fees, and promise not to sue Releasees on, from or against, and waive, any claims, damages, expenses or demands arising directly or indirectly from or attributable in any way to the negligence, action or failure to act of any Releasees in connection with the sponsorship, organization or execution of any adventure racing or sporting event, including travel to and from such event, pre and post event functions, in which I may participate as a racer, rider, team member, volunteer, spectator or in any other manner.

I currently have no known physical or mental condition that would impair my capability and am fit to fully participate in adventure racing. I agree that before I participate in any portion of the Race, I will inspect the related facilities, competition site, and equipment. I will immediately advise Race personal of any unsafe condition that I observe. I will refuse to participate in the Race until the unsafe conditions have been remedied. I agree to give notification of all medical emergencies to the correct parties, including but not limited to, local emergency officials, emergency medical services (EMS) and local ambulance services. I agree that Releasees are not involved in solving my medical emergencies.

I participate willingly and voluntarily and I assume responsibility for damages to or loss of my personal property. I assume risk for accidents or injury caused during the Race. I have reviewed the complete document entitled Lost Arrow Sports Race Rules. I agree to follow all conditions provide by the Lost Arrow Sports Race Rules and have asked and received answers to any questions. I also agree to follow any specific instructions and wear all appropriate safety equipment I may be given at the Race. I assume the risk(s) of personal injury, accident and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractures or broken bones, cuts, eye damage, scrapes, wounds, abrasions and/or contusions, oxygen shortage (anoxia), head, neck, and/or spinal injuries, shock, paralysis, and/or death.

I hereby approve the free use of my name, picture and likeness including voice done by either film/video/photographed in broadcast, telecasts, or the press as they pertain to the Race and waive my right to nay compensation as a result of my name or likeness being used in any way.

I hereby acknowledge that I have sole responsibility for my person possessions and athletic equipment during the event, and its related activities. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the event. **I hereby acknowledge that if the event uses electronic punching, I have sole responsibility for any rented SI Card and will be liable for a replacement SI Card in the event it is lost during the event, at a cost of \$42.00 per SI Card.**

I KNOWLING AND FREELY ASSUME ALL RISK, BOTH KNOWN AND UNKNOWN EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THIS EVENT. I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS RELEASEES.

Every term and provision in this Agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This Waiver is to be construed as broadly as possible to provide a release and waiver to the maximum extent permissible under applicable law.

**Huron-Clinton Metroparks
Release and Waiver from Liability (Inherently Dangerous Activity)**

This Release and Waiver of Liability is executed on this __15__ day of ____July____, 2018__ by

_____ (the “Participant”) prior to the Participant’s participation in the _TurtleHead Paddle O__ activity (the “Activity”) held at a venue of the Huron-Clinton Metroparks (“HCMA”). This agreement remains in effect from the day of signature for one full year.

The Activity is inherently dangerous. Rules and procedures have been established to help make the Activity as safe as possible; however, HCMA does not claim that such rules and procedures are sufficient in any way to protect the Participant or his/her property from damage, injury, illness, or death. Everyone attending this event is participating at their own risk.

In consideration of being permitted to participate in the Activity, the Participant understands and does hereby freely, voluntarily and without duress execute this Release and Waiver and agrees:

1. To release, indemnify and hold harmless HCMA and its employees, directors, officers, and agents from all claims, demands, liabilities, damages, charges, fees, fines, penalties, losses, suits, proceedings, actions, costs and expenses (including attorney fees and court costs) that the participant may now or hereafter have against them resulting from or arising out of my participation in the Activity. This release applies not only to the participant but also to my heirs and assigns.
2. To assume all of the risks, including property damage, injury, illness or death and agree to follow the safety code, rules and regulations of HCMA and its employees. Participant recognizes and understands that participation in the Activity involves inherently dangerous activities and chooses to willfully assume those risks.
3. To consent to the provision of emergency first aid or medical treatment if necessary. The release contained in Section 1 of this document includes any and all claims I may have arising from the provision of such treatment.
4. That HCMA, and its employees, directors, officers, and agents are not responsible for the actions or omissions, whether intentional or negligent, of other participants or visitors of the HCMA.
5. That this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the state of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and understand the forgoing acknowledgement of risks, assumption and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights and agreeing to all the provisions and conditions provided by the Lost Arrow Sports Race Rules. I SIGN VOLUNTARILY WITHOUT ANY INDUCEMENT FULLING UNDERSTANDING THE RISK, RELEASE OF LIABILITY AND APPLICANT CONSENT, INDEMNIFICATION AGREEMENT, MEDIA RELEASE AND LOST ARROW SPORTS RACE RULES AND ACCPET ALL THE CONDITIONS CONTAINED THEREIN.

Participant Printed Name: _____

Participant Signature: _____

Dated: _____

If the Participant is under eighteen (18) years of age, the Parent or Legal Guardian of the Participant must sign this Release and Waiver, and by doing so, explicitly and irrevocably consents to the terms hereof.

Parent or Legal Guardian Printed Name: _____

Relationship to underage participant: _____

Signature: _____

Dated: _____ 24152438.2\042460-00005