

Name of participant (please print) _____

**GRAND RAPIDS MUD RUN
WAIVER and RELEASE of LIABILITY**

**In consideration of being allowed to participate in the
2021 Grand Rapids Mud Run:**

1. I understand that participating in the Grand Rapids Mud Run (Event) is an inherently dangerous activity that presents extreme obstacles, including, but not limited to mud pits, climbing, heights, jumping into water, steep hills, cargo nets, uneven terrain.
2. I understand that participating in the Event involves the risks of severe physical injury, permanent disability or death that cannot be completely eliminated.
3. I voluntarily, knowingly and freely assume all risks both known and unknown associated with competing in the Event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including participants, staff or spectators), falls, illness infections, contact with others (including participants, staff or spectators), completing any and all obstacles, premises defects and the effects of weather, including high heat and/or humidity.
4. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by GRMR through its' volunteers, representatives or contractors, and to abide by any Event official relative to my ability to safely compete in the Event.
5. I understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease or contamination.
6. I understand that the Event course may contain wild animals, insects and plants.
7. I agree not to dive into or enter the mud pits head first, as doing so may cause serious physical injury.
8. I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous.
9. If I am pregnant, disabled in any way or have recently suffered an illness or injury I should have or did consult a physician before participating in the Event.
10. I agree not to consume alcohol prior to the Event or use any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Event. If I appear to be intoxicated or under the influence of drugs, I understand I will be prohibited from participating. I understand the decision to prohibit my participation is fully within the discretion of the race director.
11. I consent to medical care and transportation in order to obtain treatment in the event of injury to me, volunteers or medical professionals may deem appropriate and understand that this Waiver & Release extends 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.

12. I understand and agree that I am expected to exhibit appropriate behavior at all times and to obey all local, state and federal civil and criminal laws at all times while participating in or attending the Event. This includes, generally, respect for all people, equipment, facilities or property. GRMR may dismiss me, without refund, should my behavior endanger the safety of or negatively affect the Event, person, facility property. I also agree to indemnify GRMR, it's officers, past and present employees, contractors and Event sponsors from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.
13. I agree that GRMR is not responsible for any personal items or property that is lost, damaged or stolen at the Event.
14. I understand that pets, wheeled baby conveyances or other wheeled means of conveyance are NOT permitted on the Event course.
15. I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion.
16. I assign all rights, title and interest in any and all photographs, motion pictures, recordings, or other records of the Event I may take or capture.
17. I agree that all entry fee payments are final and non-refundable.
18. Participation includes possible exposure to and illness from infectious diseases Including but not limited to MRSA, influenza and COVID-19. While particular rules and Personal discipline may reduce this risk, the risk of serious illness and death does exist;
19. and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full Responsibility for my participation; and,
20. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
21. I agree that GRMR reserves the right to cancel the Event in the event of extreme weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that in GRMR discretion, will protect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of my registration fee.

WAIVER & RELEASE OF ALL CLAIMS/ASSUMPTION OF RISK

I understand that the Grand Rapids Mud Run (GRMR) is committed to conducting its Event In a safe manner and holds the safety of participants in the highest regard. I understand that the GRMR insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. I also understand, however, that participants and parents/guardians of minors registering for the Event recognize that there is an inherent risk of severe physical injury or death when choosing to participate in the Event. I am solely responsible for determining if I am (or my minor child/ward is) physically fit and/or

sufficiently skilled for the Event. I recognize and acknowledge that there are risks of physical injury to participate in the Event, and I freely and voluntarily agree to fully assume all risk, both known and unknown of any and all injuries, damage or loss, regardless of severity, that I (or my child) may sustain as a result of said participation.

I approve my (or my child's) participation in the Event. I assume all risks and hazards incidental to such participation in the Event, and I waive, release, absolve, indemnify and agree to hold harmless the GRMR, its owners, officers, past and present employees, volunteers, contractors, representatives, assigns, administrators, executors, and all city, county and state governments and all Event sponsors for any claim arising out of any injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses 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, arising out of or connected with my (or my child's) participation in the Event.

I understand that this release is binding when I (or my child) enter the race course grounds.

I intend that the laws of the State of Michigan shall apply to this WAIVER AND RELEASE OF LIABILITY, and it is my intent to release the GRMR from any and all negligence to the fullest extent permitted by law.

I acknowledge that I have read and fully understand the important information above, including the warning of risk, assumption of risk and waiver and release of all claims, that I have carefully analyzed, accepted, and agreed to the terms of this Waiver & Release and sign on my own free act and deed, and that I understand that I have given up legal rights by signing it.

I acknowledge that my participation in the Event WILL BE DENIED if my signature, or the signature of my parent/guardian (if I am under the age of 18) does not appear on this Waiver & Release prior to my participation in the Event.

I acknowledge that when I register online, my online signature shall substitute for and have the same legal effect as an original form signature.

IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER 18

I, the parent or guardian of the participant ("Minor"), give my approval for the Minor's participation in the Event. I assume all risks and hazards incidental to the Minor's participation in the Event and I waive, release, absolve, indemnify and agree to hold harmless The Grand Rapids Mud Run, its owners, officers, past and present employees, contractors, representatives, assigns, administrators, executors, volunteers and all city, county, and state governments, and all Events sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to the Minor and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses 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, arising out of or connected with the Minor's participation in the Event. I consent to the foregoing and grant permission for the Minor to participate in the Event. I acknowledge I have carefully read, accepted and agreed to the terms of this Waiver & Release, know and understand its contents and sign below on my own free act and deed.

Please Print Name: _____

Signature: _____ **Date:** _____

Signature of Parent or Guardian (if participant is under 18)

Printed Name of Parent or Guardian _____