

DIRT RUNNER
PARTICIPANT WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE
 The Cliff's Off-Road Park 2724 E. 2625th Rd, Marseilles, IL 61341

In consideration of being allowed to participate in any way in a Dirt Runner competition(s), race(s), related events and or activities, I _____, the undersigned, acknowledge, appreciate, and agree that:

First Name **Last Name**

1. The risk of injury and/or death from the activities involved in a Dirt Runner race/event is significant including, but not limited to the following: (1) drowning; (2) near-drowning; (3) sprains; (4) strains; (5) fractures; (6) heat or cold injuries; (7) over-use syndrome; (8) injuries involving vehicles; (9) animal bites and/or stings; (10) contact with poisonous plants; (11) accidents involving but not limited to crawling, running, climbing, biking, hiking, travel by motorized vehicle; (12) heart attack and (13) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist;
2. AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation in the race/event.
3. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazards to the attention of officials;
4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE owners & operators of Dirt Runner - Robert Blaho & Lubomir Blaho, Insane Terrain Inc., and their officers, directors, representatives, officials, principals, agents and employees, subsidiaries, and assigns, as well as their independent contractors, sponsors, advertisers and volunteers WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and loss or damage to person or property, incurred by me in connection with participation in a Dirt Runner race/event. I further agree to indemnify, defend and hold harmless Dirt Runner LLC. and Insane Terrain Inc. from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by Dirt Runner.
5. I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in a Dirt Runner race/event and that I am physically fit and sufficiently trained to participate in all activities associated with Dirt Runner LLC. My participation in activities and events organized or sponsored by Dirt Runner LLC is entirely voluntary.
6. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Dirt Runner LLC and Insane Terrain Inc. from any and all liability or claims out of such treatment.
7. Dirt Runner LLC reserves the right in its sole and absolute discretion, to postpone, cancel, or modify the race/event due to weather conditions, Acts of God or any other factors beyond the control of Dirt Runner LLC that might affect the health or safety of the participants. No refunds will be granted.
8. I irrevocably grant unlimited permission to Dirt Runner LLC to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the race/event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore. I hereby irrevocably and absolutely grant permission to Dirt Runner LLC to film, videotape and record gratis the performance of the above named participant (referred to herein as "I", "me", "my") in the race/event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Dirt Runner LLC shall deem appropriate.
9. In consideration and in return for being allowed to participate in the Dirt Runner race/event, I release and agree not to sue Dirt Runner LLC and Insane Terrain Inc. from all present and future claims regarding my participation in the race/event that may be made by me, my family, estate heirs, or assigns.
10. I understand that DIRT RUNNER trails are located inside Insane Terrain OFF ROAD PARK and I am aware that motorized traffic (atvs motorcycles, jeeps, trucks, etc) does intercept the running trails and I have to give them the right of way and be alert of their presence while I am running.
11. I am aware that during my race there might not be any employees or volunteers along the trails or by the obstacles to give immediate assistance in case of injury. It is always recommended that runners stay in groups of 3 or more for safety and to help guide medical assistance in case of emergency. Dirt Runner LLC staff or volunteers may not be aware where you are or if you are injured.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY. IF I AM UNDER THE AGE OF EIGHTEEN YEARS, MY PARENT/GUARDIAN HAS READ AND COMPLETED THE SECTION BELOW.

Signature _____ **Date** _____ **Email** _____
Required Required Required

EMERGENCY CONTACT INFORMATION (required)

Name _____ Phone _____

PARENTAL CONSENT AND RELEASE FOR A MINOR:

The undersigned parent/legal guardian of _____ (Participant) hereby executes the foregoing Agreement on behalf of the minor named herein. I hereby bind myself; the minor named herein, his/her executor, administrators, heirs, successors, assigns, and next of kin, to the terms of this Agreement. I represent that I have the legal capacity and authority to act for, or on behalf of, the minor named herein. I agree to indemnify and hold harmless Dirt Runner LLC and Insane Terrain Inc. from any claims and liabilities, which may be assessed against them as a result of, or arising out of my legal capacity or my authority to act for and on behalf of the minor named herein in the execution of the Agreement or my execution of the Agreement.

 Parent/Guardian Full Name Signature Relationship to Minor