



CHICKCHARNEY CHALLENGE ASSUMPTION OF RISK AND RELEASE OF LIABILITY

NOTICE: This release form is a contract with legal consequences. **READ THIS CAREFULLY BEFORE SIGNING.** I hereby freely and voluntarily agree to the following representations, waivers and agreements.

1. I know and understand that the Chickcharney Challenge and affiliated events carries significant risks of serious personal injury, death and property damage. I also know and understand that while participating in this event I am exposed to many natural, mechanical and environmental conditions and risks which independently or in any combination with my activities of others may cause property damage or bodily injury including severe or fatal injuries to myself or others.

2. I agree that I alone am responsible for: (a) my proper preparation and safety while participating in this event (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in the race. I also represent that I have no physical or medical condition, which in my knowledge would endanger myself or others, while I participate in the Chickcharney Challenge and affiliated events. Being fully aware of the risks, conditions and hazards associated with this event, **I HEREBY ACKNOWLEDGE** that the Chickcharney Challenge and affiliated events, its directors, committee members, volunteers, sponsors and any other affiliated individuals are not in any way responsible for my safety while participating in this organized race and event activities. **I FURTHER AGREE TO WAIVE, RELEASE AND DISCHARGE** for myself, my heirs, executors, administrators, legal representatives, assignees and successors an interest in any and all claims of damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in the Chickcharney Challenge and affiliated events against any person or entity identified above, whether such injury or damage was the result of negligence or carelessness on the part of the persons or entities mentioned above, and whether such injury or damage was foreseeable or not, including all such claims regarding the event, course, and any equipment utilized by me without regard to whether such equipment is specified or recommended by such persons or entities identified above.

3. I further agree to forever **HOLD HARMLESS** and **INDEMNIFY** all persons and entities identified above from any and all liability for death, personal injury or property damage resulting in any way from my participating in the Chickcharney Challenge of any kind. I also agree, for myself and

successors, that the above representations are not mere recitals and that they are binding; and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence. This document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

4. I acknowledge and agree to allow my photograph, likeness and/or voice to appear in any documentary, promotional (including advertisements), television, radio or film coverage of the Chickcharney Challenge without compensation or further notice, and I agree to assign all copyright or other interests therein to Chickcharney Chirren Ltd., a company incorporated in and under the laws of the Commonwealth of The Bahamas.

I acknowledge that I am 18 years of age or older, or the legal guardian of the child, and that I have read and understand the contents of this document.

MEDICAL/TREATMENT RELEASE FORM

I, for myself, my personal representatives, assigns, heirs and next of kin **ACKNOWLEDGE, AGREE,** and **REPRESENT** that I understand that nature of the Chickcharney Challenge and affiliated events and that I am qualified, in good health, and in proper physical condition to participate in the Chickcharney Challenge and affiliated events. I further agree and warrant that at any time I believe conditions to be unsafe; I will immediately discontinue further participation in the Chickcharney Challenge.

I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COST, AND DAMAGES I incur as a result of my participation or that of the minor in the Chickcharney Challenge and affiliated events..

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE CHICKCHARNEY CHIRREN LTD., all sponsors, volunteers and security staff and all their agents, officers, and employees and anyone else connected to **Chickcharney Chirren Ltd.,** related affiliated and subsidiary companies, associations, and affiliations, as well as the officers, directors, agents, employees, and assigns of each,

officials, administrators, members, volunteers, participants, sponsors, adv and affiliated events
ertisers, and, if applicable, owners and lessors of premises on which the Chickcharney Challenge and
affiliated events takes place (all considered "Releasees" herein), and any other party indemnified and
held harmless by **Chickcharney Chirren Ltd., 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, NEGLIGENT SECURITY, FACILITIES OPERATIONS AND ACTIVITIES, AND I
FURTHER AGREE** that if, despite this **RELEASE AND WAIVER OR LIABILITY, ASUMPTION OF RISK
AND INDEMNITY AGREEMENT**, 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 litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result
of such claim.

MINOR RELEASE

AND, I THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, in addition to all set forth above,
understand the nature of the Chickcharney Challenge and the Minor's experience and capabilities
and believe the minor to be qualified, in good health, and in proper physical condition to participate
in the Chickcharney Challenge. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE**, and
agree to indemnify and save and hold harmless each of the "Releasees" (as referred to above) from
all liability, claims, demands, losses, or damages on the Minor's 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 further agree that if, despite this release, I, the minor, or anyone on the minor's
behalf makes a claim against any of the "Releasees" named above, I will indemnify, save and hold
harmless each of the "Releasees" from any litigation expenses, attorney fees, loss liability, damage, or
cost any may incur as a result of any such claim.

In case of an emergency, I give permission for myself or my child to receive medical treatment.