



Mud-Stash Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Definitions: PARTICIPANT - is the individual participating and/or competing in the special event. MINOR PARTICIPANT - a child over whom the adult signing this document 1) has guardianship (including a parent) or 2) has assumed responsibility. RESPONSIBLE ADULT – an adult acting in place of and on behalf of said MINOR PARTICIPANTS. UNDERSIGNED - includes the PARTICIPANT, and when the PARTICIPANT is a Minor it includes said Minor PARTICIPANT’s parent or legal guardian or a RESPONSIBLE ADULT signing on behalf of himself/herself and on behalf of the Minor PARTICIPANT. PNS – Perfect North Slopes, Inc. The Event – The PNS Mud-Stash Event.

Inherent Risks: As a PARTICIPANT in the Mud-Stash event, I, the UNDERSIGNED, understand the following:

- I understand that the course is such an extreme test of human physical and mental limits that I may not be able to safely complete it, even if I am sufficiently fit, healthy, skilled, and physically trained to safely participate; I also understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event.
- I understand that the Event, whether recreational or competitive, presents many unique challenges heightened by the rough, ever-changing conditions and terrain, and I understand that conditions may change and become more hazardous during the time I am participating at PNS.
- I understand that the Event is an inherently dangerous activity with risks too numerous to list, which include, but are not limited to, the steep, slippery, uneven condition of roads and trails which contain rocks, trees, ledges, soft sand, mud, slippery grass, water and other bumps, ruts, stumps, brush (all of which can be hidden or obscured by vegetation), collisions with other participants, pedestrians and mountain vehicles or other man-made objects on the course, including obstacles, gates and finish line equipment; and the failure of mechanical components.
- I understand that falls are a common occurrence of the activity.
- I understand that water obstacles may contain waterborne bacteria and parasites and I may become ill if I swallow, inhale or am exposed to contaminated water; symptoms of which include cramps, nausea, fever and severe diarrhea.
- I understand that even minor injuries can become life-threatening emergencies when they occur far away from rescue personnel and it takes a great deal of time for rescue personnel to locate and reach an injured participant.
- I understand that other risks of the Event include, but are not limited to, erratic or negligent behavior of the participant or of other participants; sudden changes in weather, weather-related occurrences, and acts of nature; failure of equipment; and judgment errors by staff (including error in judging the ability of participants, failure to anticipate developing problem situations, and failure to anticipate sudden changes in weather conditions).
- I understand that the risks of observing and being on the premises for all persons include, but are not limited to, standing too close to the course; being struck by participants or objects; slipping and falling (on slick, wet, muddy, or uneven spots, both outdoors and indoors (including restrooms and other indoor areas); slippery or uneven sidewalks, steps, and outdoor surfaces; and various parking lot hazards such as vehicle traffic and unsure footing.
- I understand that injuries can occur as the result of these inherent risks, which include, but are not limited to muscle strains and sprains, bruises, contusions, abrasions, sunburn, muscle soreness, broken bones, ligament and joint injuries, back and neck injuries, concussions, internal injuries, eye injuries, brain injury; spinal cord and back injuries, heart attack, stroke, and even death.

ASSUMPTION OF INHERENT RISKS: I, the UNDERSIGNED, have read the above paragraphs (or had the risks explained to me) and understand that the activity of participating in the Mud-Stash Event contains inherent risks. I understand and agree that the phrase “inherent risks” means those risks which are listed in this agreement and in signs and notices throughout PNS or those that can reasonably be inferred therefrom. I understand that I assume the risk of all site conditions including but not limited to weather conditions, course construction or layout, and obstacles. I understand the demands of that activity relative to my physical condition and skill level, and I understand the types of injuries that may occur as a result of the activity and their potential impact on my well-being, lifestyle, and both current and potential future careers. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

WAIVER OF LIABILITY FOR NEGLIGENCE: In consideration of permission for myself and/or MINOR PARTICIPANT(S) to use the PNS property, facilities, and services, today and on all future dates, I, the UNDERSIGNED, on behalf of myself, my spouse, my heirs, personal representatives, assigns, or others making a claim on behalf of myself or a MINOR PARTICIPANT [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue PNS**, its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents, [hereafter referred to as *Protected Parties*] from liability **from any and all claims arising from 1) the NEGLIGENCE** of PNS or other *protected parties*; and/or **2) the presence** of myself and/or MINOR PARTICIPANT(S) on the premises of PNS.

This Mud-Stash Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies, but is not limited to, any and all of the following:

- Illnesses, personal injury (including death), and/or economic loss to the UNDERSIGNED arising from participation in PNS activities (including, but not limited to, competitive events; observation; individual use of facilities or equipment; locker room area; cafeteria area; retail shop; administrative area; restrooms; and all premises including the equipment/maintenance areas, sidewalks, steps, roadways and parking lots)
- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of PNS from any claims and rights that I and/or MINOR PARTICIPANT(S) 1) now have against PNS and/or 2) may have in the future against PNS.

INDEMNIFICATION AGREEMENT: I, the UNDERSIGNED, **agree to hold harmless, defend, and indemnify PNS** and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees and related expenses)

- from any and all claims of the *Releasing Parties* arising from an injury or loss by myself or a MINOR PARTICIPANT due to our participation or presence at PNS (including claims arising from the **inherent risks** of PNS activities; and/or the **NEGLIGENCE** of PNS or *Protected Parties*).
- from any loss due to the conduct of myself or a MINOR PARTICIPANT in the course of our presence at PNS.

(Revision 05151, continued on reverse...)

