

ARROWHEAD OBSTACLE TRAIL RUN PARTICIPANT RELEASE AND WAIVER

Read this Waiver carefully. It affects your legal rights.

Event: Arrowhead Obstacle Trail Run
Sponsor: Pottawattamie County Trails Association
Location: Arrowhead Park,
29357 310th St,
Neola, IA 51559
Date: _____

The Arrowhead Obstacle Trail Run (hereinafter "the Event") is an extreme test of the participant's physical and mental abilities. Do **NOT** participate if you are not in good health and/or physically and mentally capable of participating in the challenge.

Read and initial each numbered line below to indicate that you have read and understand the risks associated with this Event and that you hold the Event Sponsor(s), Pottawattamie County, Iowa and any volunteers (hereinafter "Released Parties") harmless from any responsibility from liability or indemnity for any injuries, including but not limited to, serious injuries and death, that may occur to you and any minor children you authorize to participate in the Event.

1. ____ I hereby represent that I am in good health and am physically and mentally able to participate in the Event. I have no medical or mental condition that would make participation in this Event more hazardous for me, other participants or the Released Parties. I will not participate in the Event under the influence of alcohol, illegal drugs, prescription drugs or other substances which would in any way impair my ability to safely participate in the Event.

2. ____ I understand and acknowledge that the Event is being held outdoors and includes obstacles that may require climbing, crawling, lifting, pulling, trail running, and hill climbing. I understand that my participation in these activities could cause serious injuries or death; loss of or damage to clothing, equipment and/or property; contact with other participants, spectators; exposure to outdoor conditions including adverse weather, heat, humidity, animals, insects, plants, or other natural or manmade objects and obstacles. Participants may experience imperfect course or track conditions; land, water, and surface hazards; participants of varying skill levels; and other unknown risks and dangers situations beyond the immediate control of the Released Parties. I understand that my participation in the Event is voluntary and that by my participation, I assume the risks responsibility for such risks whether caused by me, other participants or the Released Parties.

3. ____ I understand that trail running inherently includes uneven terrain and other hazards such as rocks, sticks, holes, tree roots and vegetation that cannot be completely eliminated on a nature trail. I agree to wear shoes at all times while at the Event.

4. ____ I understand that the Event contains obstacles that may be skipped or avoided at any time and that it is my sole responsibility to determine if I am physically or mentally capable of attempting to complete an obstacle, natural or manmade, including hills. I agree not to dive into any mud pit or other water obstacle head first. I agree to observe and obey all posted rules, warnings and to follow instructions concerning participation in the Event.

5. ____ I understand that I am expected to exhibit good behavior at all times, including respect for other participants and volunteers. The Sponsor may dismiss anyone, without

refund, whose behavior endangers the safety of other participants or negatively affects the Event.

5. ____ If I am injured during the Event, I hereby consent to medical treatment and/or transportation by the Released Parties to receive medical treatment and waive any liability arising from or in any way connected with such medical treatment or transportation.

6. ____ I hereby Release, Waive, and Covenant Not to Sue the Released Parties with respect to any liability, claims, demands, causes of action, damages, loss, or expense (including court costs and reasonable attorney's fees) of any kind or nature which may arise out of, result from, or relate in any way to my voluntary participation in the Event, including claims for liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

7. ____ I understand and agree that the Event may be canceled due to weather, or other good cause, and that in the event of cancellation there will be **NO** refund of my entry fee, and the event may or may not be rescheduled.

8. ____ I acknowledge that the Released Parties are not responsible for damage or theft of my personal property while at the Event.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AND THEIR REPRESENTATIVES FOR ANY AND ALL CLAIMS ARISING OUT OF AN INJURY TO ME (OR MY MINOR CHILD) CONNECTED WITH MY VOLUNTARY PARTICIPATION IN THIS EVENT. I VOLUNTARILY, KNOWINGLY AND FREELY ASSUME ALL THE RISKS ASSOCIATED WITH MY PARTICIPATION IN THIS EVENT (AND MY MINOR CHILD). IF ANY PROVISION OF THIS WAIVER IS HELD TO BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

Participant: _____
(Printed Name)

Participant: _____
(Signature)

Are you over 18 years of age? Yes No
If "no" then Parent/Guardian must sign below and also initial each numbered paragraph above.

Parent/Guardian: _____
(Printed Name)

Parent/Guardian: _____
(Signature)

Date Signed: _____