



**\*\*\*PLEASE READ THIS DOCUMENT CAREFULLY AS IT MAY AFFECT YOUR FUTURE LEGAL RIGHTS & PROVIDE YOUR INITIALS ON EACH LINE AFTER READING\*\*\***

As used herein, the term “releasees” is defined to include: **Derek Zinser DBA The Dirty U**, owners, members, directors, officers, past and present employees, agents, representatives, affiliated companies, successors and assigns, including event volunteers, the owner of property where event is held, including any city, county and or state government, and any event sponsors, advertisers, participants in planning event and charities receiving from this event.

1. I understand that this event can be a dangerous activity.
2. I understand that my participation in this event could involve the risk of severe physical injury and or death that cannot be completely eliminated.
3. I voluntarily, knowingly and freely assume all risks associated with competing in the event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including other participants, spectators and releases), falls, injuries, illness, infections, contact with others, completing any and all obstacles, premises defects and the effects of weather, including but not limited to rain, heat, cold, ice and or humidity.
4. I understand that the event course may contain animals, insects, plants, rocks, possible debris
5. I agree not to dive head first into or enter any mud or water pit head first, as doing so may cause serious physical injury and or death.
6. I certify that I am physically fit and have no medical condition that would make my participation in this even more hazardous.
7. If I am pregnant, disabled in any way or have recently suffered an injury or illness; I should have or did consult with a physician before partaking in this event.
8. I attest that on the date of the event I will possess and be covered by medical insurance, individually or as part of an organization.
9. I consent to medical care and transportation in order to obtain treatment in the event of injury to me event staff, volunteers or medical professionals may deem appropriate and understand that this waiver extends to any and all liability arising out of or in any way connected with such medical treatment & transportation provided in the event of an emergency or injury relating to this event.

10. I agree to observe and obey all posted rules and warnings, to follow complete instruction or directions given by **Derek Zinser DBA The Dirty U** through its employees, volunteers, representatives, staff or agents, and to abide by any decision of any event official relative to my ability to safely attend and participate in this event.

11. I understand and agree that I am expected to exhibit appropriate behavior 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 and property and I agree to indemnify the releases from any and all third party claims caused in whole or in part by my negligence, gross negligence or intentional acts or omissions.

12. I agree not to consume alcohol prior to the event, or use any medication or substance that will inhibit my mental or physical ability to safely participate in the event. I also agree that if I consume alcohol at the event, I shall do so responsibly and only if I am over the minimum legal drinking age. I will not provide alcohol to any other person who may be under the legal age for alcohol consumption.

13. I agree that **Derek Zinser DBA The Dirty U** is not responsible for any personal item or property that is lost or stolen during this 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 promotional use.

16. I assign all rights, title and interest in any and all photographs, motion pictures, digital images, recordings or other records of the Event I may take or capture at **The Dirty U. Derek Zinser DBA The Dirty U** grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purpose only, any and all photographs, motion, pictures, digital pictures, recordings or other records of the Event I may take or capture.

17. I agree that all entry fee payments are final and are under no circumstances refundable.

18. I agree that **Derek Zinser DBA The Dirty U** reserves the right to cancel the Event in the event of weather, (including, but not limited to, heat, rain, snow, ice, tornados, earthquakes, fires, storms, lightning and floods), accidents, acts of war, terrorism, military conflicts or riots or for any reason that, in **The Dirty U** discretion, will protect the security and safety of Event participants and or spectators. In the event of such cancellation, there will be no refund of my registration fee.

19. I agree that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and if any is held invalid, the balance shall continue in full legal force and effect.

20. I understand and acknowledge that the laws of the State of Oregon shall apply to all matters relating to this waiver regardless of the Event location, that the exclusive jurisdiction for any dispute with the Releases resides in state or Federal Court in Lane County Oregon, and I expressly consent to the exercise of personal jurisdiction in the State of Oregon in connection with any dispute with the Releasees arising from my Event attendance or participation.

21. (Check one)  I am at least 18 years of age or older.  I am at least 14 years of age and my Parent or Guardian has reviewed this waiver and consented to its terms. My date of birth is  /  /

I recognize, acknowledge and understand that there are inherent risks of severe physical injury and/or death when participating in the Event. I am solely responsible for determining if I am (or my minor child/ward is) physically fit and sufficiently skilled for the Event. I freely and voluntarily agree to assume the full risk of any and all injuries, liabilities, damages, costs or losses, regardless of severity, that I ( or my child) may sustain as a result of participating in the Event. I release, waive, discharge, absolve, indemnify, agree to hold harmless any covenant not to sue the Releasees from 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 any 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( attendance at and participation in the Event, whether or not caused by the Releasees' negligence or gross negligence.

I acknowledge that I have read and fully understood the important information stated above, that I have carefully analyzed, accepted, and agreed to all terms herein, that I sign on my own free act and deed and that I understand that I have given up legal rights by signing below.  I acknowledge that this Waiver is consideration for permission to participate in the Event and my participation in the Event WILL BE DENIED if my signature ( or the signature of my parent/legal guardian if I am under the age of 18) does not appear on this Waiver prior to my participation in the Event.

\_\_\_\_\_ Date: \_\_\_\_\_

First and last name printed

\_\_\_\_\_ Date: \_\_\_\_\_

First and last name signed

ONLY COMPLETE THIS SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER 18

I, the parent or guardian of the above named participant ("MINOR"), gives my approval for Minor's participation in the Event. I assume all risks and hazards incidental to Minors participation in the Event and release, waive, discharge, absolve, indemnify, agree to hold harmless and covenant not to sue the Releasees 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 any 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 Minor's attendance at and participation in the Event, whether or not caused by the releasees' negligence or gross negligence. I consent to the foregoing, grant permission for Minor to participate in the Event, whether or not caused by the Releasee's negligence or gross negligence. I consent to the foregoing, grant its contents and sign below on my own free act and deed.

\_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian's First and Last name (printed)

\_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian's First and last name signed