

# Participation Agreement and Release of Liability

I hereby grant permission for use of my image, name, etc., to be used and/or reproduced by any media approved by the Nederland Area Chamber of Commerce.

**Please read carefully, this is a release of liability and waiver of legal rights.**

I acknowledge that participation in this Event is hazardous and involves a risk of physical injury or death. I expressly assume all risk associated with participating in the Event. I understand that I have the opportunity to inspect the racecourse and area prior to participating in the Event and I assume the risk of all course conditions. In consideration of receiving permission to take part in the Event, I agree to defend, indemnify, release and hold harmless the Nederland Area Chamber of Commerce, the Event sponsors, their respective agents, officers, directors, owners, members, contractors and employees (collectively, the "Released Parties") from any and all claims I might state as a result of physical injury, including death, or property damage sustained in connection with the Event, including those claims based on negligence or breach of warranty. I promise not to sue the released Parties and further agree that if anyone is physically injured or property is damaged while I am engaged in this event I will have no right to make a claim or file a lawsuit against the Released Parties. I agree to defend and indemnify the Released Parties for any and all claims, including subrogation and/or derivative claims brought by and third party or insurer, which I may cause. If I am signing this Liability Release on behalf of a minor (less than 18 years of age – the Child):

I represent that I am the parent and /or legal guardian of such Child and that the Child is in good health and there are no special problems associated with the care of the Child. I accept responsibility and agree to indemnify the Released Parties for all the Child's medical expenses incurred in connection with the Event;

I agree to defend and indemnify the Released Parties for any and all claims whatsoever brought by the Child; I agree to defend and indemnify the Released Parties for any and all claims whatsoever brought by a third party arising in connection with the Child; and I acknowledge that I am signing the Release of Liability on behalf of the Child and that the Child will be bound by all terms of this Release of Liability. This Release of Liability supersedes any other agreement of representations by or between the parties and is governed by the Laws of the State of Colorado and is intended to be interpreted as broadly as possible. I agree that exclusive jurisdiction and venue for any legal action shall be in the local district court of the federal court of the State of Colorado. If any part of this agreement is determined to be unenforceable, the rest shall remain enforceable.

I have carefully read this release of liability and fully understand its contents. I represent that I am at least 18 years of age. I am aware that this is a release of liability and I sign it of my own free will.

**Each team member must complete a registration form and Waiver of Liability in order to participate.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

# Waiver and Release Agreement

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Event name: \_\_\_\_\_

## PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of my being permitted to participate in this event, I agree to the following waiver and release Nederland Area Chamber of Commerce and Frozen Dead Guy Days.

I am voluntarily participating in the Event with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks of injury, paralysis, or death, and agree to abide by all Nederland Area Chamber of Commerce and Town of Nederland rules, regulations, and guidelines. **Initial:** \_\_\_\_\_

**Note: Each team member MUST read and sign this agreement in order to participate in the event.**

I, for myself, my heirs, successors, executors, and subrogors, hereby knowingly and intentionally waive and release, indemnify, and hold harmless the Event Venue, the Nederland Area Chamber of Commerce, the Town of Nederland or any of their officers, agents, affiliates, employees, contractors, sponsors, or volunteers, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of participation in the Event, whether such damage, loss, injury, paralysis, or death results from the negligence or other acts however caused by or contributed to by the Event Venue, the Nederland Area Chamber of Commerce, the Town of Nederland, FDGD sponsors, and all related entities named above, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogors, further agree not to sue the Event Venue, the Nederland Area Chamber of Commerce, the Town of Nederland, their officers, agents, affiliates, employees, contractors, sponsors, or volunteers, as a result of any injury, paralysis or death suffered in connection with my participation in the Event.

I attest that I am of the age of 18 years or older.

**I have carefully read, clearly understand, and voluntarily sign this waiver and release agreement.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## If under 18 years of age, parent or guardian must sign the following Indemnification

In consideration for the above minor being permitted to participate in the Event, I agree to the following waiver, release and indemnification:

The undersigned parent and guardian of the above minor, for himself/herself and on behalf of said minor hereby joins in the foregoing waiver and release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend the Event Venue, the Nederland Area Chamber of Commerce, the Town of Nederland, FDGD sponsors, and any of their officers, agents, affiliates, employees, contractors, sponsors, or volunteers, from and against any and all claims, actions, demands, expenses liabilities (including reasonable attorney's fees) and negligence made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the Event. I, for myself and on behalf of said minor, further agree not to sue the Event Venue, the Nederland Area Chamber of Commerce, the Town of Nederland or any of their officers, agents, affiliates, employees, contractors, or volunteers, as a result of any injury, paralysis or death that said minor suffers in connection with participation in the Event.

Signature of Parent or Guardian of Minor: \_\_\_\_\_

Printed Name of Parent or Guardian of Minor: \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_