

Rough & Tumble Ltd
“BEAT THE BOG” Event(s)
Participant Waiver, Release of Liability,
Covenant Not To Sue & Image Release

In consideration of being allowed to participate in any way in the above referenced “Beat The Bog” event(s) challenge(s), competition(s), race(s), and related events and/or activities,

I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury and/or death from activities involved in the event(s) “Beat The Bog”, this and other events and any related activities at the venue Preston Court Farm and at adjoining land (including, but not limited to the land, water-ways and buildings), is significant and includes but is not limited to the following: (i) drowning and cold water; (ii) near-drowning and cold water; (iii) poisoning or infection of diseases from contact with or ingestion of water, mud or earth that has not been tested for chemicals, disease and/or any other contamination; (iv) sprains; (v) strains; (vi) fractures; (vii) heat and cold injuries; (viii) over-use syndrome; (ix) injuries involving vehicles and caused by electrocution; (x) animal bites and/or stings; (xi) contact with poisonous plants; (xii) accidents involving, but not limited to, paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car, encountering electrocution, or other convenience; (xiii) heart attack and (xiv) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or of serious injury does exist;
2. AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation in the event(s) and related activities;
3. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official;
4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE the organisers of the event(s) “Beat The Bog”, Rough And Tumble Ltd, and their officers, directors, representatives, officials, principals, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, as well as the owners and lessors of the event venue of Preston Court Farm and all adjoining land used to conduct the event, all of whom are hereinafter known as the “Releasees”, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the event(s) and/or related activities. I further agree to indemnify, defend and hold harmless the Releasees from any loss, liability, cost, or claim for damages arising from my participation in or association with the event(s) “Beat The Bog” and/or related activities, or any related event(s) held at Preston Court Farm and adjoining land;
5. I attest and verify that I am over 18 years of age (or will have reached that age by the date of my participation);
6. I attest and verify that I am free from all illnesses, injuries and defects (physical and mental) that could interfere with my safe participation in the event(s) “Beat The Bog” and related activities, and that I am physically fit and sufficiently trained to participate in all associated activities. My participation in activities organized by the Releasees is entirely voluntary;
7. I consent to the administration of first aid and other medical treatment, and emergency transportation in the event of injury or illness and hereby release and indemnify the Releasees from any and all liability or claims arising out of such treatment;
8. The Releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the event and associated activities due to weather conditions, Acts of God or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. I understand and acknowledge that no refunds will be granted;
9. I irrevocably grant unlimited permission to the Releasees to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me, of my participation in the event(s) “Beat The Bog”, for any legitimate purpose in perpetuity, and I understand that I shall not be entitled to any compensation therefore;
10. I hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record gratis the performance of the above named participant (referred to herein as “I”, “me”, “my”) in the event(s) “Beat The Bog” and related activities and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner the Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable right to the Releasees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the event(s) “Beat The Bog” and related activities without compensation of any kind to me. I acknowledge that the Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the event or activities in which I may appear, on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereinafter devised in perpetuity and without compensation to me;
11. In consideration and in return for being allowed to participate in the event(s) “Beat The Bog”, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the event(s) and related activities that may be made by me, my family, estate heirs, or assigns.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE TO ORDINARY NEGLIGENCE OF THE RELEASEES OR THE INHERANT RISKS OF THE ACTIVITY, TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature

Print Name

Date