

## RELEASE OF LIABILITY AND COVENANT NOT TO SUE

In consideration of my participation in the Dirt Cheap Orienteering event (the "Race"), I agree to the following Release of Liability and Covenant Not to Sue (the "Release"):

1. Acknowledgment and Assumption of Risks. I understand that participating in the Race is potentially dangerous and it involves significant risks of personal injury, death, and property damage. I understand that some risks are foreseeable, including but not limited to risks associated with the following, and other risks are unforeseeable: (i) running, walking, jumping, bushwhacking, crawling, climbing and collisions with other participants and natural obstacles; (ii) the weather, including snow, rain, heat and/or humidity; (iii) use of sidewalks, roadways, stairs, trails, bridges, natural earth surfaces, and other natural and human-made objects and obstacles; (iv) the design, construction, or condition of equipment used during the Race, and buildings and property which are part of the Race course (iv) traffic; and (v) the negligent or wanton acts of Michigan Adventure Racing, (the "Organizer"), the owners of any buildings and/or property which are part of the Race course, spectators of the Race, and/or other Race participants. I hereby assume and accept responsibility for all risks of personal injury, death, and property damage which might be associated with my participation in the Race whether known or unknown and whether attributable to my actions or inactions or the actions or inactions (including negligence) of anyone else.

2. Release of Liability and Covenant not to Sue. I hereby release and discharge the Organizer, Race sponsors, Robinette's Inc., Kuyper College and all owners of any buildings and/or property which are part of the Race course, and all of their respective directors, officers, members, volunteers, employees, and agents (collectively, the "Released Parties") from any responsibility, liability, claims, damages, costs and expenses (including attorneys' fees), and from any causes of action either known or unknown, relating to or arising out of my participation in the Race (collectively, "Liabilities and Claims"). Further, I hereby covenant not to sue or assert any claim against the Released Parties relating to or arising out of my participation in the Race.

3. Indemnity. I agree to indemnify and hold harmless the Released Parties from and against any Liability and Claims attributable to personal injury or death, or to damage or destruction of property relating to or arising out of my participation in the Race. If I am signing this Release on behalf of a minor, I agree to indemnify and hold harmless the Released Parties from and against any Liabilities and Claims attributable to personal injury or death, or to damage or destruction of property relating to or arising out of the participation in the Race by such minor, including any claims made by or on behalf of such minor.

4. Representations. I represent that: (i) I am 18 years old or older; (ii) I know of no reason, medical or otherwise, which would prevent me from participating in the Race; (iii) I understand and agree that this Release is binding upon me, and my heirs and assigns; and (iv) if I am signing this Release on behalf of a minor, I represent that I have full legal authority to do so and realize the binding effect of this Release on them, as well as on myself.

5. Consent to Medical Treatment. If I, or the minor on whose behalf I am signing this Release, is injured or becomes ill, I consent to and authorize the provision of emergency first aid or medical treatment.

6. Photo/Video Release. I grant permission to the Organizer to take (or cause others to take) photographs and videos of me during the Race, and to use the same for any purpose including but not limited to promoting, advertising and marketing. I acknowledge and agree that any such photographs and videos shall be the sole property of the Organizer and its assigns.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS RELEASE, I FULLY UNDERSTAND ITS TERMS AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW.

If participant/volunteer is under 18 years old, parent or guardian must sign.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Emergency Contact  
Phone Number