

Tame the Terrain Mud Race
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
(Please Read Carefully)

WARNING! I understand that the course is such an extreme test of human physical and mental limits that I may not be able to safely complete it, even if I am sufficiently fit, healthy, skilled, and physically trained to safely participate. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Tame the Terrain Mud Race (hereinafter "T3"). The "T3", whether recreational or competitive, presents many unique challenges heightened by the rough ever changing terrain. It is an inherently dangerous activity with risks too numerous to list, which includes but is not limited to the steep, slippery, uneven condition of roads and trails which contain rocks, trees, ledges, soft sand, mud, slippery grass, water and other bumps, ruts, stumps, brush (all of which can be hidden or obscured by vegetation), collisions with other participants, pedestrians and mountain vehicles or other man-made objects, including obstacles, gates and equipment; and the failure of other components. Falls are a common occurrence of the activity. Always proceed cautiously and walk whenever conditions warrant. Be aware that even minor injuries can become life-threatening emergencies when they occur far away from rescue personnel and it takes a great deal of time for rescue personnel to locate and reach an injured participant.

1. In consideration for participating in T3 and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Archdiocese of Indianapolis, Inc., and/or MCP, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Indiana.
5. I UNDERSTAND THAT Archdiocese of Indianapolis, Inc. and/or MPC WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of the University concerning student conduct and not to violate said rules or any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by Archdiocese of Indianapolis, Inc. and MPC to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.
8. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES AT MCP.
9. I grant permission to The Archdiocese of Indianapolis, Inc., MCP & T3 to use my photograph and/or any other record of my participation in the T3 for any legitimate purpose. I understand that any and all photographs, recordings, and/or likenesses of me captured during the T3 by MCP become their sole property. I further understand that "MCP" has the full right to sell and/or profit from the commercial use of such photographs, recordings, and/or likenesses.

POSSIBLE INJURIES WHICH MAY OCCUR

There are risks involved when participating in T3 as described above. Some of the possible injuries and bodily harm which can occur through participation in T3 are described in paragraphs below. This list is provided to make the prospective participant aware of the possibilities of injuries which may be sustained. The individual is completely responsible for his/her own safety and health.

POSSIBLE INJURIES: strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, avulsions), insect bites, dislocation, blisters, nosebleeds, broken bones, fractures, choking, respiratory or heart failure, heat exhaustion, heat stroke, fainting, nerve damage, shock, paralysis, concussion, and in an extreme case-death.

BODY AREAS WHICH MAY BE AFFECTED OR INVOLVED IN SPORTS INJURIES: head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdominal, back, arms, elbow, hands, fingers, wrist, shoulders, genital organs, scalp, bones, leg, knee, hip, ankle, feet, toes, internal organs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries and veins, brain.

I/my child have reviewed the above information and am aware of the risks in participating in sports programs and the possible injuries which may occur. I/my child freely and voluntarily agree to participate in any and/or all of the activities listed here which are offered in the T3.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 201__.

Participant Signature

Print Participant Name

Parent must sign if under 18 years old