

**PIG TRAIL MUD RUN
RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
AND CONSENT TO MEDICAL TREATMENT**

PLEASE READ THIS THREE (3) PAGE DOCUMENT CAREFULLY AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS.
AFTER READING, PLEASE PROVIDE THE REQUESTED INFORMATION, INITIAL EACH NUMBERED
PARAGRAPH, AND SIGN WHERE INDICATED BELOW.

IN CONSIDERATION of being permitted to enter for any purpose the RACE AREA (defined as including but not limited to the competition area, race course, obstacles, spectator area, concession area, after-race party area, parking areas, walkways, entrance, exits, and all areas appurtenant to any area where any activity related to the Pig Trail Mud Run shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the Pig Trail Mud Run (hereinafter the "Event"), the Undersigned _____, for himself, his personal representatives, heirs, next of kin, guardians, successors, and assigns, acknowledges, agrees, represents, covenants, and promises the following:

_____ 1. The Undersigned hereby releases, waives, discharges, and covenants not to sue the Rotary Club of Springdale, Arkansas, a/k/a Springdale Rotary, its employees, officers, directors, members, and agents; The Springdale Rotary Charitable Foundation Trust a/k/a Springdale Rotary Trust, its employees, trustees, directors, and agents; Ecclesia, Inc. d/b/a Ecclesia College, its employees, officers, directors, trustees, and agents; Bear State Financial, Inc., its employees, officers, directors, and agents; Darel Marchant, Bettie Marchant, Marchant Arena, their employees and agents; Cecil Clyde Marchant, his employees and agents; Event promoters; Event organizers; participants; volunteers; sponsors; advertisers; involved racing associations; sanctioning organizations or any division or subdivision thereof; Event officials; persons in the Race Area; Owners and Lessees of the premises used to conduct the Event; the Cities of Elm Springs and Springdale, Arkansas; Benton County, Arkansas; and members, employees, officers, directors, trustees, agents, and affiliates of each of the above-described persons and organizations (hereinafter the "Releasees") for and from all liability to the Undersigned, his personal representatives, heirs, next of kin, successors, and assigns for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in the death of the Undersigned, whether caused by the negligence of the Releasees or otherwise, while the undersigned is in or upon the RACE AREA, traveling to or from the Event, and/or competing, observing, officiating, working, volunteering, or in any way or for any purpose participating in the Event.

_____ 2. The Undersigned hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or costs they may incur due to the presence or behavior of the Undersigned in or upon the RACE AREA, or by the Undersigned's competing, observing, officiating, working, volunteering, or in any way or for any purpose participating in or traveling to or from the Event and whether caused by the negligence of the Releasees or otherwise.

_____ 3. **The Undersigned acknowledges that the Event is a dangerous recreational activity that presents extreme and challenging obstacles and hereby assumes full responsibility for and risk of bodily injury, death, or property damage while in or upon the RACE AREA and/or while competing, observing, officiating, working, volunteering, or in any way or for any purpose participating in the Event.** The Event may involve or include climbing; climbing walls; cargo nets; contact with other participants; crawling; tubes; culverts; cars or other vehicles; wooded areas; hills; water; water that has not been tested and may contain chemicals, disease, or other contamination; waterslides; water balloons; buoys; swimming; floating obstacles; fire; hot coals or charcoal; mud; barbed wire; chain-link fences; sliding; sliding poles; hay bales; tires; wooden boards or planks; wires; bungee cords; zip lines; balance beams; loose items strewn along the race course; uneven or hazardous terrain; premises defects; inclement weather and the effects thereof; cold; heat; and/or humidity. **I understand and acknowledge that the risks of participating in the Event include: cuts, scratches, bruises, blisters, muscle pulls or strains, falls, contusions, sprains, broken bones, burns, drowning, near drowning, poison ivy and other plant-related or non-plant related contact dermatitis, concussion or other head injuries, muscle cramping, rope burns, snake or insect bites, other injuries by wild animals, allergic reactions which could be severe or fatal, disease, heat exhaustion, heat stroke, dehydration, dismemberment, and death.**

_____ 4. The Undersigned hereby consents to medical treatment and transportation to obtain medical treatment if deemed necessary by Event personnel. Should Event personnel determine that medical treatment is necessary for the Undersigned, the Undersigned may also be withdrawn from the Event and evacuated from the RACE AREA. In the event of such evacuation, this Release, Waiver of Liability, and Indemnity Agreement, and Consent to Medical Treatment shall extend beyond the RACE AREA to any reasonable place of evacuation and treatment and to liability arising out of or in any way connected with such medical treatment, transportation, and/or evacuation.

_____ 5. The Undersigned expressly acknowledges and agrees that the activities of the Event are very dangerous and involve the risk of serious injury and/or death and/or property damage that cannot be completely eliminated. **THE UNDERSIGNED ACKNOWLEDGES THAT HE IS NOT REQUIRED TO COMPLETE THE EVENT OR ANY PORTION THEREOF AND AGREES NOT TO ATTEMPT ANY OBSTACLE THAT CANNOT BE COMPLETED SAFELY.** The Undersigned agrees to take the following steps for his own safety and the safety of others: exhibiting proper behavior at all times which includes respect and care for the safety of self and others; following the instructions of Event officials; maintaining a safe distance from

other participants, observers, and officials in the RACE AREA; not bringing or permitting anything in or upon the RACE AREA that could endanger self or others; following all posted directions and warnings; following the posted Event course; reporting any injuries to Event officials; not entering any water head first (“diving”); not approaching wild animals, including snakes; reporting any part of the course or course equipment in or upon the RACE AREA that poses unreasonable risks; obeying all local, state, and federal civil and criminal laws; and other precautions as directed by signs or Event personnel or officials. The Undersigned understands, agrees, and acknowledges that pets, wheeled baby conveyances, and wheeled conveyances of any kind are not permitted in the competition area, race course, or near any obstacle.

_____ 6. The Undersigned expressly agrees that the foregoing Release, Waiver of Liability, and Indemnity Agreement, and Consent to Medical Treatment is governed by and intended to be as broad and inclusive as is permitted by the laws of the State of Arkansas. If any portion hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

_____ 7. The Undersigned certifies that he is physically fit and has no medical condition that would make participation in the Event more hazardous than participation without such medical condition. The Undersigned certifies that if the Undersigned is pregnant, disabled in any way, has suffered recent injury or illness, or is otherwise under ongoing medical care that the Undersigned has consulted with his physician prior to participating in the Event. The Undersigned certifies that on the day of the Event that he will be covered by medical insurance and will be fully responsible for any medical expenses incurred.

_____ 8. The Undersigned agrees not to consume alcohol prior to the Event or use any medicine or substance that could inhibit the Undersigned’s mental or physical ability to safely participate in the Event. The Undersigned certifies that his correct date of birth is set forth with his signature below. The Undersigned covenants, promises, and agrees that if he is under the age of twenty-one (21) years (“legal drinking age”), he will not consume any alcohol in or upon the RACE AREA. The Undersigned covenants, promises, and agrees that if he is of legal drinking age and chooses to consume alcohol in or upon the RACE AREA he will only do so in a responsible manner, will not become intoxicated as defined by the laws of the State of Arkansas, and will indemnify and forever hold harmless the Releasees from any injury, death, or property damage to himself or others caused, occasioned, or exacerbated by the intoxication or impairment of the Undersigned. The Undersigned will report anyone in or upon the RACE AREA who appears to the Undersigned to be impaired by alcohol or any other substance. Regardless of age, the Undersigned covenants that he will not ingest, consume, or otherwise use any illegal substance in or upon the RACE AREA.

_____ 9. The Undersigned acknowledges and agrees that the Releasees are not responsible for any personal item or other property lost, damaged, or stolen during the Event.

_____ 10. The Undersigned consents to the use of the image of the Undersigned in photographs, motion pictures, recordings, or other records of the Event for use in advertising, promotion, or marketing of the Event, or future similar Events presented by the Releasees, and assigns all rights, title, and interest in any such photographs, motion pictures, recordings, or other records taken, captured, or created by the Releasees to the Releasees.

_____ 11. The Undersigned acknowledges that the entry fee paid with the submission of this Release, Waiver of Liability, and Indemnity Agreement, and Consent to Medical Treatment is NONREFUNDABLE. The Undersigned acknowledges that the Event may be cancelled in the event of weather, accidents, acts of war or terrorism, military conflict, riot, or any other condition that in the discretion of the Releasees, the Releasees feel could adversely impact the safety and security of the Event and its participants. The Undersigned further acknowledges that should his behavior at any time endanger himself or others or negatively impact the Event, he may be dismissed from the Event without refund.

The Undersigned WAIVES AND FOREVER RELEASES ANY RIGHTS TO MAKE ANY CLAIM OR BRING SUIT AGAINST ANY OF THE RELEASEES FOR DAMAGES BASED ON INJURIES SUSTAINED IN THE RACE AREA, DURING EVACUATION THEREFROM, OR TRAVEL TO OR FROM THE EVENT and ACKNOWLEDGES THAT THE UNDERSIGNED IS ONLY PERMITTED TO ENTER THE RACE AREA AND/OR PARTICIPATE IN THE EVENT UPON THE CONDITION OF EXECUTING THIS DOCUMENT.

The Undersigned HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, AND CONSENT TO MEDICAL TREATMENT, and further agrees that no representations, statements, or inducements apart or separate from this written agreement have been made. This RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, AND CONSENT TO MEDICAL TREATMENT may be completed and signed physically or electronically. If completed electronically, the Undersigned agrees and acknowledges that by typing his name on the signature line below the Undersigned is signing his electronic signature which is the equivalent of his physical signature for all purposes and agrees to accept and be bound by this document for all purposes.

Full Name

Signature

Date of Birth

Date

RELEASE BY PARENT OR GUARDIAN OF PARTICIPANT UNDER THE AGE OF 18

The Undersigned _____, parent or guardian of _____ (a "Minor" under the age of eighteen (18) years of age), gives permission for _____ to participate in the Pig Trail Mud Run, and for himself and for such Minor and the personal representatives, heirs, next of kin, guardians, successors, and assigns of both the Undersigned and such Minor, acknowledges, agrees, represents, covenants, and promises that both the Undersigned and such Minor will be bound by the above RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, AND CONSENT TO MEDICAL TREATMENT as fully as had the Minor been eighteen years of age or older and signed such release on his own behalf. Further, the Undersigned parent or guardian assumes all risks and hazards associated with or incidental to such Minor's participation in the Event and hereby releases, waives, discharges, and covenants not to sue the above-named Releasees for and from all liability to the Undersigned, such Minor, and the personal representatives, heirs, next of kin, successors, and assigns of either for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in the death of such Minor, whether caused by the negligence of the Releasees or otherwise, while such Minor is in or upon the RACE AREA, traveling to or from the Event, and/or competing, observing, officiating, working, volunteering, or in any way or for any purpose participating in the Event.

_____ A. The Undersigned further agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or costs they may incur due to the presence or behavior of such Minor in or upon the RACE AREA, or by the Minor's competing, observing, officiating, working, volunteering, or in any way or for any purpose participating in or traveling to or from the Event and whether caused by the negligence of the Releasees or otherwise.

_____ B. The Undersigned parent or guardian acknowledges that the Event is a dangerous recreational activity that presents extreme and challenging obstacles; certifies that the Minor is fourteen (14) years of age or older and of sufficient mental, emotional, and physical maturity and health to safely participate in the Event; and has reviewed this Release with the Minor and ascertained that the Minor understands the risks inherent in participating in the Event and understands and will comply with the safety precautions set forth above for the safety of the Minor and others. **THE MINOR UNDERSTANDS THAT HE IS NOT REQUIRED TO COMPLETE THE EVENT OR ANY PORTION THEREOF AND SHOULD NOT ATTEMPT ANY OBSTACLE THAT CANNOT BE COMPLETED SAFELY.**

_____ C. The Undersigned hereby consents to medical treatment and transportation for such Minor should Event personnel determine that medical treatment is necessary for such Minor and agrees to indemnify and hold harmless the Releasees and all medical personnel who render treatment to the Minor in reliance on this Release. The Undersigned certifies that he will be responsible for payment for any such medical treatment which may not be covered by applicable insurance.

_____ D. The Undersigned parent or guardian represents and warrants that he has the right to sign this Release on behalf of such Minor and agrees to indemnify and hold the Releasees harmless from any and all liability which may result from a lack of such authority in the Undersigned.

_____ E. The Minor will not be monitored before, during, or after the Event to any greater extent than participants over the age of eighteen (18). The Releasees will not be considered to assume the care or custody of such minor. The Minor may leave the RACE AREA by himself or with others of the Minor's choosing, and it is the responsibility of the Undersigned parent or guardian to monitor such Minor's travel, transportation, and activities before and after the Event.

The Undersigned parent or guardian, for himself and for such Minor, **WAIVES AND FOREVER RELEASES ANY RIGHTS TO MAKE ANY CLAIM OR BRING SUIT AGAINST ANY OF THE RELEASEES FOR DAMAGES BASED ON INJURIES SUSTAINED BY THE MINOR IN THE RACE AREA, DURING EVACUATION THEREFROM, OR TRAVEL TO OR FROM THE EVENT** and **ACKNOWLEDGES THAT THE MINOR IS ONLY PERMITTED TO ENTER THE RACE AREA AND/OR PARTICIPATE IN THE EVENT UPON THE CONDITION OF THE MINOR'S PARENT OR LEGAL GUARDIAN EXECUTING THIS DOCUMENT.**

The Undersigned parent or guardian HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, AND CONSENT TO MEDICAL TREATMENT on behalf of himself and such Minor, and further agrees that no representations, statements, or inducements apart or separate from this written agreement have been made. **This RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, AND CONSENT TO MEDICAL TREATMENT must be signed and original submitted to the Releasees before the Minor will be permitted to participate in the Pig Trail Mud Run.** The Releasees may reach the Undersigned Parent or Guardian as set forth below to verify this Release before allowing the Minor to participate in the Event. If the Releasees attempt but are unable to contact the Undersigned, the Minor may not be allowed to participate in the Event and in such case the entry fee will be forfeited.

Full Name of Minor

Parent/Guardian E-Mail & Phone #

Signature

Date of Birth

Race Day Emergency Contact

Date

Name of Parent or Guardian

Alternate Emergency Contact