

Paddler's Oktoberfest Beer Mile
Waiver and Release of Liability

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT. Init _____

IN CONSIDERATION of allowing me to participate in the 2018 Paddler's Oktoberfest Beer Mile event (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and the next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to make the following contractual representations pursuant to the Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"); Init _____

1. I hereby certify that I am at least 21 years of age at the time of the event and can readily and legally provide proof of my age. Init _____
2. I do NOT intend to drive after the race/Event. I understand that I will be above the legal blood alcohol limit to drive, and therefore am responsible for arranging a safe/sober ride home. It is my sole responsibility to make arrangements to get home safely. Init _____
3. I completely understand all of the risks associated with consuming alcohol, and the heightened risks associated with consuming alcohol and running, and therefore assume and take full responsibility for all the potential risks. Init _____
4. I represent that I am (i) in good health and in proper physical condition to participate in the Event; and (ii) I am neither pregnant nor might be pregnant; (iii) I have no existing or pre-existing heart conditions; (iv) I am not under the influence of any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. Init _____
5. I understand and acknowledge the physical and mental rigors and risks associated with running and running and consuming alcohol, and that running Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. And furthermore that combining the inherent risks of running and drinking together present even greater risks. I understand that participation involves risks and danger which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; imperfect course conditions; water, road and surface hazards; equipment failure; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others and I hereby expressly assume all such Risks and responsibility for an damages, liabilities, losses or expenses which I incur as a result of my participation in the Event. Init _____
6. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted. I also accept sole responsibility for

my own conduct and actions while participating in the Event and following the Event, as well as the condition and adequacy of my equipment. Init_____

7. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholder, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties for any such Liability which any may be incurred as the result of such claim, and do so into perpetuity. Init_____

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by agreeing to it (including the rights of the minor, my spouse, children, parents, guardians, heirs and the next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have agreed to its terms this Agreement freely and voluntarily. The Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions. Init_____

By signing below, you agree to the Waiver and Release of Liability

Signature

Printed Name

Date