

Please print: First Name _____ Last Name _____

Liability Waiver Acknowledgement

This Liability Waiver Acknowledgement (“Waiver”) is between the Madisonville Fire Department and _____ (“Participant”) and is made this 15 day of August 2020.

Participant (and their Parent or Guardian if under the age of 18) has read, understands and agrees with the following and acknowledges the same by Participant’s signature (and their Parent or Guardian’s signature if under 18) below. Participant also understands that the Madisonville Fire Department requires that, prior to participating in the Mad Mudder Mud Run (“Program”) and its accompanying event (“Event”), unless and until participant initials where indicated and signs and dates below, Participant will not be permitted to participate in the upcoming Program and Event.

No Liability: Participant acknowledges and agrees that: The Madisonville Fire Department has made no representation or warranty as to the suitability of the Program for any specific purpose; The Madisonville Fire Department shall not undertake responsibility nor shall it be liable for the actions of any participant or third party in the Program. The Madisonville Fire Department and its officers, employees, staff, agents, servants, the owner of the venue of the Program, sponsors, or independent contractors shall not be responsible for any loss, cost, damage, consequential or punitive, or liability incurred by the Participant of any nature including, but not limited to, those arising from any form of negligence, gross negligence, strict liability, reckless misconduct, intentional torts, personal injury, or criminal activity. Participants shall indemnify, defend and hold The Madisonville Fire Department, its officer, employees, staff, agents, servants, the owner of the venue of the Program, sponsors, or independent contractors harmless from and against all liability, whether intentional or otherwise, in connection with or arising from the use of participant’s Image, hereinafter defined, and his or her participation in the Program, including but not limited to, any claims of a breach of this Waiver.

I acknowledge and agree that this Waiver is made in the State of Pennsylvania and shall be governed by Pennsylvania law without respect to its choice of law provisions. The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover it reasonable attorneys’ fees from the other party for all matters including, but not limited to, appeals.

Initials: _____

Participant’s Statements: I acknowledge, agree and represent that I am in sufficient good health, and in proper physical condition, to take part in the Program for which I register. I further agree and warrant that I am not under the influence of any drugs, alcohol, or item which can impair my judgement or make my participation unsafe in any manner whatsoever. I further agree and warrant that if at any time I believe, or become concerned, that any activity is or may be unsafe for me or others; I will immediately discontinue my participation. Therefore, I assume full responsibility for myself, for bodily injury, death, loss of personal property and expenses thereof as a result these inherent risks or dangers and for any negligence or risks from my participating in the Program.

Initials: _____

By participating in any Program, I acknowledge that there is an element of risk in any adventure run activity. I acknowledge and agree that these inherent risks, which include, among other risks, the risk of injury, illness, or death; the ever-present danger posed by the following activities which may, or may not, be offered by The Madisonville Fire Department in any program: **stroke lights, climbing ladders, unknown obstacles, low visibility obstacles, extreme heat, cold, wind, running in the dark, smoke conditions, loud noises, sliding, jumping, carrying heavy objects, high pressure water, mud obstacles, breaking objects and flying debris;** and I acknowledge and agree that these are danger and rigors imposed by such Programs. Knowing and understanding these risks, I agree to fully assume all risks of illness, injury or death, and release and hold harmless The Madisonville Fire Department, its officers, employees, agents, servants, independent contractors, vendors and suppliers from all actions, claims or demands for damages from personal injury, consequential or punitive damages, costs or expenses resulting from my participation in a Program resulting from any cause what so ever. I understand and agree that the acknowledgement and agreement stated here is binding upon me, my heirs, executors, administrators, personal representatives, successors, assigns and members of my family. I understand that many Programs take place in extreme heat, extreme cold, extreme heights, and wind, water, mud, ropes, rain, snow, hail, terrain, extreme heat, extreme cold, and heavy equipment. I understand that if I participate in this event, I am doing so with the knowledge that such inherent dangers may occur. I understand that I have the option to cease participation in any Program before it is concluded. Active duty or deployed military participants may be entitled to a refund on a case-by-case basis upon the disclosure of official documentation regarding military deployment or activities which prevents their participation in the Event.

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The Madisonville Fire Department reserves the right to change the time and date of the Event as its sole and absolute discretion due to, but not limited to, weather and atmospheric conditions. Further, The Madisonville Fire Department reserves the right to change the course design or other aspects of the Event to maintain the health, safety, and enjoyment of the participants. All entry fee payments are final and non-refundable.

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The Madisonville Fire Department reserves the right to prevent any potential Participant from the Event or to terminate any Participant at any time and in its sole and absolute discretion in the Event that the member is conducting him/herself in a way which is detrimental to the health, safety, or enjoyment of any other participant, including the offending Participant or in any other way violates any of the terms and conditions hereof (collectively, "for cause"). I agree to abide by any decision regarding my participation in the Event and any awards given by the Madisonville Fire Department. I acknowledge and agree that there will be no refund for which payment has been received. Accordingly, I was provided with this Liability Waiver Acknowledgement prior to my attendance at the related Programs, and that I had the option to forgo attendance to the Program without agreeing to the terms in this Liability Waiver Acknowledgement.

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Audio/Video/Statement Participation: Participant agrees to allow the Madisonville Fire Department, its representatives, and/or affiliates to tape, photograph, and record participant's voice/statement and physical appearance (the "Image") for use solely in connection with the Program or any other use such as within social media. The Madisonville Fire Department shall own the copyright and other rights in and to the Image, and may use the Image in the advertising, marketing and/or promotion of the Program or any other use such as within social media. Participant agrees and acknowledges that he or she will not enjoin the creation, production or distribution of the Program or any other advertisement or document such as within social media.

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I have carefully read the Waiver and understand that it contains, among other things, a full release of any liability of the Madisonville Fire Department, its officers, employees, agents, servants, independent contractors, vendors and suppliers, and constitutes a legally binding contract between me and the Madisonville Fire Department. My signature below is of my own free will and I agree to all stated conditions, releases and limitations of liability.

Participant's Signature: _____

Print Name: _____ Date: _____

If Participant is under the age of 18, for the Participant to participate in the Program, a parent or guardian must also sign this Liability Waiver Acknowledgment acknowledging the agreement made by the Participant above and agreeing to their child's participation in the Event under those terms and conditions.

Parent or Guardian's Signature: _____

Print Name: _____ Date: _____