

Muds to Suds Race
2012 PARTICIPANT'S LIABILITY RELEASE & HOLD HARMLESS AGREEMENT

By my signature and acceptance below, I hereby enter into this binding Liability Release & Hold Harmless Agreement (hereinafter referred to as the "Agreement"). I understand and acknowledge: (a) that the Muds to Suds Race (hereinafter referred to as the "Race") is potentially hazardous; (b) that the Race involves grueling physical activity in racing over rugged natural terrain and presents a significant challenge and risk of injury to myself and others; (c) that I am familiar with the risks involved; and (d) that I should not enter and participate unless I am medically able and properly trained. I realize participation in the Race is allowed in consideration of payment of the entry fee and my entering into this Agreement, and I acknowledge that such participation is adequate consideration for the rights herein released and obligations undertaken.

Therefore, for myself and my heirs and executors, I hereby: (a) assume all risks (known and unknown) associated with or arising out of my participation in this Race, including but not limited to, falls, drowning, contact with objects, spectators, and other participants, occurrences associated with weather, conditions of water and the terrain, and conditions of traffic, roads and trails; (b) waive any and all specific notice of the existence of these and any other such hazards or conditions; (c) assume full and complete responsibility for any injury or accident arising out of or associated with my participation in this Race; and (d) **RELEASE** Muds to Suds and Whatcom Events, its directors, officers, employees, volunteers, or any agent or representative of them (collectively referred to as the "Sponsoring Organization"), and **INDEMNIFY** and **HOLD HARMLESS** the Sponsoring Organization from any and all liability, cause of action, claims, demands, costs or debts of any kind or nature, associated with or arising from or out of my participation in this Race, whether such claims are based on negligence or otherwise and whether brought by myself or by any third persons (collectively referred to as "Claims").

If Racer is under 18 years of age, the parent/guardian's signature on this Agreement constitutes parent/guardian's **RELEASE** and promise to **INDEMNIFY** and **HOLD HARMLESS** the Sponsoring Organization for parent/guardian's Claims. Additionally, parent/guardian agrees to **INDEMNIFY, DEFEND, and HOLD HARMLESS** Sponsoring Organization for Claims by Racer against Sponsoring Organization.

I grant permission to all of the foregoing to use any photographs, motion pictures, records, or any other record of this event for any legitimate purpose and I understand that my name will be listed in the results posted in media publications including but not limited online and newspapers.

I have read and understand all rules. **I HAVE READ, UNDERSTOOD, AND ACCEPTED THE CONDITIONS OF THE LIABILITY RELEASE PRINTED ABOVE.**

PRINT Team Name (If Applicable): _____

PRINT Name of Runner: _____

Address _____

City _____ State _____ Zip Code _____

Shirt Size (please circle) **Child:** S M L **Adult:** S M L XL XXL XXXL

Gender: (please circle) Male / Female

Date of Birth (ie: 01/31/1973) _____ / _____ / _____ Telephone () _____

Runner Signature _____ Date _____

If runner is under 18 but not younger than 8 years of age (born between September 23, 1994 –September 23, 2004), fill in below:

Name of Parent/Guardian (please print) _____

Signature of Parent/Guardian _____ Date _____

Please email a completed SCANNED copy to Whatcom Events at mudrace@skitosea.com or FAX a copy to (360) 746-8862 or Mail a copy to Whatcom Events, PO Box 2011, Bellingham, WA 98227 or Bring completed copy to Hovander Park on Race Day (September 23,2012). If we do not have a signed Hold Harmless Agreement from you, you cannot race.