

KITE CROSSING, FEBRUARY 28 – MARCH 1 • LAKE MILLE LACS, MN

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER/GRANT OF CERTAIN LEGAL RIGHTS.

As lawful consideration to participate in snowkiting during the Event, I acknowledge, appreciate, and agree that:

1. I, _____ am eighteen (18) years old or older; and

(Please Print)

_____ Initial

2. The risk of injury from the activity and equipment involved in the Event is significant, including the potential for serious personal injury and or property damage such as permanent disability and death, and, while protective equipment and personal discipline will minimize this risk, the risk of serious injury still does exist and is considerable; and

_____ Initial

3. I freely accept and voluntarily **ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH** or property damage which results in any way from factors including, but not limited to: negligence of persons; conditions on or about the premises and facilities; the operation of the equipment; transportation; any other operations associated with the Event; actions or omissions of volunteers, actions or omissions of the owners and lessors of the premises used to conduct the Event, or actions or omissions of other participants, pedestrians or spectators; and

_____ Initial

4. I understand that the activities involved in the Event are physically and mentally intense and acknowledge that I am physically fit and sufficiently trained for such activities. I understand the rules of play and will comply with all such rules and regulations; and

_____ Initial

5. I release and indemnify Race committee, the owners and lessors of the premises used to conduct the Event, their respective parents, subsidiaries and affiliates, their respective officers, directors, agents, servants, and employees, of and from any 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 while participating in the Event, including, but not limited to, those injuries and damages caused by the negligence and or breach of warranty, express or implied, on the part of Race committee; and

_____ Initial

6. By execution of this release, Race committee and the owners and lessors of the premises used to conduct the Event shall be indemnified by me for any injury to other person(s) or property, which I may cause as a result of my participation in the Event; and

_____ Initial

7. I authorize any employee or agent of Race committee or the owners and lessors of the premises used to conduct the Event and/or its authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital, Race committee and the owners and lessors of the premises used to conduct the Event shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold Race committee and the owners and lessors of the premises used to conduct the Event harmless of and from any costs incurred therein; and

_____ Initial

8. I grant, the right to use, publish and obtain copyright in my Photograph(s) (which term shall include all video, motion, still, graphics or digital images or images in any media or form, as well as my name, voice, picture, portrait or likeness) that are made in connection with the Event, in all media (whether motion picture, radio, or any form of television) and for all purposes; and

_____ Initial

10. In the event that any section of this release, including all waivers and grants, is found to be unenforceable, the remaining terms shall be fully enforceable; and

_____ Initial

11. This release, including all waivers and grants, shall be binding to the fullest extent permitted by law; and

_____ Initial

12. This release, including all waivers and grants, shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives, and administrators and may be pled by race committee and the owners and lessors of the premises used to conduct the Event as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of myself.

_____ Initial

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, INCLUDING ALL WAIVERS AND GRANTS, UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM OF 18 YEARS OF AGE OR OLDER. I HAVE BEEN ADVISED THAT I MAY SEEK MY OWN LEGAL COUNSEL IN REVIEWING THIS AGREEMENT.

Executed this _____ day of 2020.

Signature of Participant: _____

Name of Participant (please print): _____

Home Address: _____

Emergency Contact/Telephone Numbers: _____

Email: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, waiver and grant as provided above for Race committee, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Race committee from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF RACE COMMITTEE, to the fullest extent permitted by law. I also agree that all Photographs, and all copyright in same taken and/or used by or on behalf of the public and the media are owned by their such.

Signature of Parent/Guardian: _____