ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (WAIVER)

The undersigned, _____(Student)/_____ (Parent/Guardian), intends to perform or engage in "The Muddy Eagle" mud run at Eisenhower Intermediate School. In consideration of being permitted to participate in the Event and other good and valuable consideration, Participant, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES HE/SHE IS TO ENGAGE IN AT THE EVENT ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage, and Participant HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the Event.

2. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Oregon City Schools the other business names and all promoters, participants, sponsors, advertisers, owners, volunteers and lessees of the premises used to conduct the Event, premises and Event inspectors, and each of them, their directors, officers, agents, and employees (collectively, the "Releasees") FROM ALL LIABILITY TO PARTICIPANT, HIS/HER PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMAND THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF PARTICIPANT ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to Participant's participation in the Event, whether caused by the negligence of the Releasees or otherwise.

4. HEREBY AGREES that this Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any provision of this Agreement is held invalid, it is agreed that the balance of this Agreement shall continue in full force and effect.

5. HEREBY GRANTS permission to the Releasees and their agents and affiliates to utilize, reproduce and publish the Participant's image or likeness incidental to the Event.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

Dated: _____, 20___ _____
Student's Signature

Dated: _____, 20___ _____
Parent/Guardian's Signature ***if participant is a minor***

Dated: _____, 20___ _____
Parent/Guardian's Signature ***if running***

(over)