



2019 WAIVER & RELEASE

THIS IS A MANDATORY WAIVER AND RELEASE FOR ALL PARTICIPANTS. NO EXCEPTIONS. NO PERSON, NOR TEAM, MAY PARTICIPATE IN ANY OF THE 2019 JCB MUD FEST EVENTS WITHOUT PROVIDING THIS SIGNED WAIVER AND RELEASE.

*** Bring Signed Waiver and Release to Packet Pick-up***

Removal from Course: I, the participant, understand that event personnel may immediately remove from the facility anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind.

Fee Refunds: I understand that the fees paid for participation in the JCB MUD FEST event, including the Mud Run, Kiddie Mud Run, the after party and all activities associated with any of these (the "Event") are for the benefit of The Lady Bamford Center Strategic Planning and Advisory Board, Inc. (the "Lady Bamford Center") which is a non-profit charitable organization. None of the fees paid are for any commercial purpose. I understand that all fees and associated costs (including optional product purchases and donations), paid in registration for this event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

Pets: Pets are not permitted on site.

Physically Fit Representation: I certify as a material condition to my being permitted to enter this Event that I am physically fit and sufficiently trained for the completion of the Event and that my physical condition has been verified by a licensed medical doctor.

ASSUMPTION OF RISK, RELEASE, AND AGREEMENT NOT TO MAKE CLAIM OR SUE: As a condition of and consideration for being permitted to participate in the Event, I agree to the following:

I fully understand that participating in the Event is a hazardous activity. I know and understand that participation in an all-terrain race can result in serious bodily injury or death. I understand and accept the dangers of participation including, but not limited to falls, contact with other participants, the effects of weather, traffic, the condition of the race course, the fact of various obstacles in the course as well as other potential risks. I hereby assume full responsibility for any and all risks of bodily injury, death or property damage which arise from or relate to the Event, foreseen and unforeseen, whether caused by the negligence of JCB, Inc., Getmeregistered.com, Ultramax Sports, The Lady Bamford Center, the owner of the land on which the Event is held, sponsors of the Event or the persons who constructed the Event location, or any of their representatives, employees, affiliates, sponsors, volunteers and agents (collectively, the "Event Sponsors") or otherwise.

I hereby expressly waive and release any and all claims, rights, demands and causes of action of whatsoever kind or nature against the Event Sponsors on account of any and all injuries or death to me or damage to personal property arising out of or related to my participation in the Event, whether arising out of the negligence of the Event Sponsors or otherwise and whether foreseen or unforeseen. I hereby agree not to make or bring any such claim against any Event Sponsor, covenant not to sue any Event Sponsor and forever release and discharge the Event Sponsors from liability under such claims.

I agree to being photographed, recorded and videotaped in connection with my participation in the Event and I hereby irrevocably authorize all Event Sponsors and their assigns to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use, (a) my name, image, likeness, and voice, and (b) all photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by myself (collectively, the "Materials"), in any manner, form, or format whatsoever now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, advertising or promotion of the Event or Event Sponsors, without further consent from or payment to me. I understand and agree that all of the Materials, and all reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials, are the sole property of the Event Sponsors. I agree not to contest the rights or authority granted to the Event Sponsors hereunder. I hereby forever release and discharge the Event Sponsors from any claims, actions, damages, liabilities, costs, or demands whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials and covenant not to bring any such claim.

This Waiver and Release is binding on and shall inure to the benefit of the Event Sponsors and their respective successors and assigns and is binding on and shall inure to the benefit of my heirs, executors, administrators, or assignees. The invalidity or illegality of any term or provisions shall not affect any other term or provision. All matters arising out of or relating to this Waiver and Release shall be governed by and construed in accordance with the laws of Georgia. Any claim or cause of action arising under this Waiver and Release shall be brought only in federal and state courts located in Chatham County, Georgia and I hereby consent to the exclusive jurisdiction of such courts.

BY SUBMITTING THIS ENTRY, I (OR A PARENT OR LEGAL GUARDIAN FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE) ACKNOWLEDGE HAVING READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE THE EVENT SPONSORS.

Printed Participant's Name _____ Team Name _____ Phone # _____ Date _____

Age: _____
Signature **If participant is less than 18 years of age, a parent or legal guardian must sign below.*

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing, I hereby do consent to the terms and conditions of this Waiver and Release.

Print Name of Parent or Legal Guardian _____ Phone # _____ Date _____

Age: _____
Signature _____