

CITY OF БЕLOIT, WISCONSIN
WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR CHILDREN

DIRTY DASH 2019
RETURN FORM TO 2351 SPRINGBROOK COURT, БЕLOIT, WI 53511
BUSINESS HOURS: MONDAY-FRIDAY FROM 7 AM TO 4 PM

Please read carefully! This is a legal document that affects your legal rights. Before signing this waiver and release of liability, read this entire document carefully. If you sign this waiver and release of liability and assumption of risk and an incident occurs resulting in injury or loss of property, then you will be giving up legal rights that you might otherwise have. If you do not understand anything in this document or if you object to any provision contained in this document, you should not sign this document as it is drafted, but rather seek advice from your legal counsel. Requests for modifications may be directed to the City Attorney's office at (608) 364-6623 weekdays between 8:00 am and 12:00 noon and 1:00 pm and 5:00 pm.

This Waiver and Release of Liability and Assumption of Risk ("Release"), is executed on this ____ day of _____, 2019, by _____ (the "undersigned") in favor of the City of Beloit and its elected officials, officers, employees, and agents (collectively "Municipality").

Waiver and Release of Liability and Assumption of Risk

The undersigned freely, voluntarily, and without duress executes this Release under the following terms:

The undersigned does hereby release and forever discharge and hold the Municipality harmless from any and all liability, claims, and demands, either in law or in equity, which arise or may hereafter arise from the undersigned's activities with the Municipality.

The undersigned understands that this Release discharges the Municipality from any liability or claim that the undersigned may have against the Municipality with respect to any bodily injury, personal injury, illness, death, or property damage that may result from undersigned's activities with the Municipality, **whether caused by the undersigned or by the negligence of the Municipality or its officers, directors, employees, agents, or otherwise. In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging or waiving any claims the undersigned may have for reckless or intentional acts on the part of the Municipality.**

The undersigned understands that the Municipality does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness to the undersigned.

Activities

The undersigned desires to engage in physical activity(ies) ("Activities") related to "Dirty Dash 2019" and is sufficiently aware of the risks involved in participation in walk/run events of this kind/distance and in any outdoor activity with regards to weather, automobile traffic, pedestrian traffic, etc. The undersigned understands that the Activities may include: **Climbing obstacles made out of wood, large mud puddles, adverse weather conditions, equipment and devices that may result in eye injuries, facial injuries, bruises, broken bones, muscular sprains and strains, and stress to the nervous system, skeletal system, circulatory system and respiratory system, etc.** I understand and acknowledge that the inherent risks of such activity(ies) include, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles; 2) encounter with obstacles (e.g., wood obstacles, natural and man-made water or muddy areas, road and surface hazards); 3) equipment related hazards (e.g., broken, defective, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event; and 7) natural hazards (e.g. uneven terrain, contact with poisonous plants, wild life and/or ticks).

The undersigned hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the Municipality from any and all liability for injury, illness, death, or property damage resulting from the Activities and caused by the undersigned or by the negligence of the Municipality.

Medical Treatment

The undersigned does hereby release and forever discharge the Municipality from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the undersigned's activities with the Municipality.

Photographic Release

The undersigned does hereby grant and convey unto the Municipality all right, title, and interest in any and all photographic images and video or audio recordings made by the Municipality during the undersigned's Activities with the Municipality, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Construction of Waiver and Release of Liability and Assumption of Risk and Severability

The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

The undersigned has read this Release and thoroughly and fully understand its contents and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Release.

PARENT/GUARDIAN AGREEMENT

As parent or guardian of the above-named minor, I have read and understand the foregoing Release and, on my behalf and on behalf of my child or ward named above, I agree to all terms contained therein. In doing so, I agree to RELEASE AND FULLY DISCHARGE Municipality under the terms described in the foregoing Release. I accept full responsibility for any injury or illness to my child or ward including death, which may result from participation in the Dirty Dash event, and I agree to HOLD HARMLESS the Municipality for any injury or illness sustained by my child or ward, including death, while participating in the Dirty Dash event. I agree not to bring any action or suit against the Municipality for any injury or illness. I represent I have full authority to sign on behalf of my child or ward named, realizing that my agreement to the above Release is binding upon my child or ward as well as myself.

PARENT/GUARDIAN: PLEASE PRINT ALL INFORMATION BELOW LEGIBLY

GUARDIAN'S First Name, Middle Initial, and Last Name: _____

Street/City/State/Zip: _____

Primary Phone: _____

Alternative Phone: _____

Email: _____

Name of Participating Child (Under age of 18): _____

Child's Address (if different): _____

Child's Age:

Circle Loop: 4-6 7-9 10-13 14-18

T-Shirt: YS YM YL AS AM AL AXL

Parent/Guardian Signature

Date

IN WITNESS WHEREOF, the Parent or Guardian of the named minor participant has executed this Release as of the date above written.

Witness Signature

Printed Name of Witness

Date

Before July 1: (\$20 for 1st child) Paid: _____

Before July 1: (\$15 after 1st child) Paid: _____

Before August 1: (\$25 for 1st child) Paid: _____

Before August 1: (\$20 after 1st child) Paid: _____

NO T-SHIRT INCLUDED: August 1 until Event Date (\$30 for 1st child) Paid: _____

NO T-SHIRT INCLUDED: August 1 until Event Date (\$25 after 1st child) Paid: _____

INCLUDE T-SHIRT: August 1 until Event Date (\$50 for 1st child) Paid: _____

Filled out self-addressed label: _____

INCLUDE T-SHIRT: August 1 until Event Date (\$45 after 1st child) Paid: _____

Filled out self-addressed label: _____