

# THOR 2023 Release of Liability and Waiver of Legal Rights

In consideration of being permitted to participate in any way in the Event indicated below and/or being permitted to enter for any purpose any restricted area (herein defined as any area where admittance to the general public is prohibited), the participant or the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The participant and/or the parent(s) or legal guardians(s) of the minor participant should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/WE fully understand and acknowledge that:

- (a) There are risks and dangers associated with participation in the Event and the associated activities which could result in bodily injury, partial and/or total disability, paralysis and death.
- (b) The social and economic losses and/or damages which could result from these risks and dangers described above could be severe.
- (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
- (d) There may be other risks not known to us or not reasonably foreseeable at his time.

3. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

4. I/WE HEREBY COVENANT NOT TO SUE AND RELEASE, WAIVE, AND DISCHARGE THE RELEASEES FROM ALL LIABILITY TO THE UNDERSIGNED, OR THEIR PERSONAL REPRESENTATIVES, ASSIGNS, EXECUTORS, HEIRS AND NEXT OF KIN, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE. Releasees include the Event sponsors, Event volunteers, the facility used by the Event, including its owners, managers, promoters, lessees of premises used to conduct the event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the facility or events held at such facility and each of them, their directors, officers, agents, and employees.

5. I/WE HEREBY grant the RELEASEES permission to record my/our voice and photograph in conjunction with the EVENT. I/WE understand and agree that the term "photograph" as used herein encompasses both still photographs and video recordings. I/WE further grant RELEASEES full unrestricted rights to the use of my/our photograph, voice, and likeness in any form, including edited versions, in or over any medium including without limitation printed publications or advertisements, streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and other media that are unknown at this time, for any purpose including without limitation any commercial purpose.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY 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 COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Event Sponsors: Leadership Wichita Falls and Streams & Valleys

Event: Texoma's Hellacious Obstacle Run (T.H.O.R.)

PARTICIPANT NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**THIS SECTION MUST BE COMPLETED FOR ANY PARTICIPANTS UNDER THE AGE OF 18**

PARENT/GUARDIAN NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_