

**SUNNY HILL VIKING OBSTACLE RACE;  
SUNNY HILL VIKING OBSTACLE COURSE;  
PARTICIPANT WAIVER; RELEASE OF LIABILITY;  
COVENANT NOT TO SUE; AND IMAGE RELEASE**

**Bib Number:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_  
**Date of Birth:** \_\_\_\_\_  
**Event Location:** \_\_\_\_\_

In consideration of being allowed to participate in any way in the above referenced competition and related events and/or activities, I, the undersigned, acknowledge, covenant and agree that:

1. The risk of injury and/or death from the activities involved in the Event is significant including, but not limited to the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries; (vii) over-use syndrome; (viii) injuries involving vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to paddling, climbing, biking, hiking, skiing, snow-shoeing, travel by boat, truck, car, or other convenience; (xii) heart attack and (xiii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist;

2. AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation in the Event;

3. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official;

4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE **GARY NICHOLSEN, SUNNY HILL FARM, INC., ARMAE, INC., THGWGE, INC., GWGE CORPORATION, and GREENVILLE RESCUE SQUAD** and their officers, directors, representatives, members, principals, officials, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (individually and collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, SUITS, COSTS, LIABILITY, DISABILITY, DEATH, and/or loss damage to person or property, incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by  (N/A)  or connected with the Event.

5. I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I am physically fit and sufficiently trained to participate in all activities associated with the Event. My participation in activities and events organized or sponsored by  (N/A)  is entirely voluntary. I further certify and represent that on the date of the Event I will possess and be covered by medical/health insurance, individually or as part of an organization.

6. I consent to the administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.

7. The Releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the event due to weather conditions, Acts of God or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. No refunds will be granted.

8. I irrevocably grant unlimited permission to Releasees, to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore. I understand that said use may be done for advertising purposes or for the purposes of trade. I herein expressly waive my right, if any, to maintain an equitable action against any of the above named entities or person to prevent or restrain the use thereof or to sue and/or recover monetary damages against any of said entities or individual, whether compensatory damages or punitive damages.

9. I hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record gratis the performance of the above named participant (referred to herein as "I", "me", "my") in the Event and

subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind to me. I acknowledge that Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including Internet and electronic media) now known or hereinafter devised in perpetuity and without compensation to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

10. I further agree to hold harmless, defend and indemnify all of the above noted released parties against any and all claims of co-participants, rescuers and/or others arising from my conduct in the course of my participation in the Event.

11. I agree that the appropriate State and/or Federal trial Court for any legal action that might arise from the Instant Agreement, or from my participation in the Event in question, will be the one located in the state and the county in which the Event in question took place.

12. I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any provision shall be found to be unlawful, void or for any reason unenforceable, that provision shall be severed from this Agreement without affecting the validity and enforceability of any remaining provisions

13. I specifically herein assert that I have not been advised or cautioned by any medical practitioner, of whatsoever nature or kind, against participating in this Event.

14. I authorize any and all of the above released parties to secure emergency medical treatment, medical care or transportation for me, when deemed necessary, and I agree to assume all costs of such care and transportation.

15. I also recognize the authority of any and all of the above released parties to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct or person endangers myself or my co-participants.

16. I have read the Instant **PARTICIPANT WAIVER; RELEASE OF LIABILITY; COVENANT NOT TO SUE; AND IMAGE RELEASE** and fully understand its terms. I understand that I am hereunder giving up substantial rights, including my right to sue. I further acknowledge that I am signing this Agreement freely and voluntarily.

17. This Agreement is and shall be construed and governed in accordance with, under and pursuant to the laws of the State of New York and for any and all matters that may arise between the parties in the future.

18. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, next of kin, executors, administrators and assigns.

**Participant Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Parent/Guardian of Participant (*if Participant is under 18 years of age*):

\_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_