



# Spike's Challenge Race

## WAIVER AND RELEASE OF LIABILITY

**IMPORTANT – READ BEFORE SIGNING**

In consideration of being allowed to participate in any way in the Spike's Challenge Race and related events, the undersigned:

1. Agree that prior to participating, they each will inspect the facilities and equipment to be used, and if they believe anything is unsafe, they will immediately advise the race coordinator and refuse to participate.
2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages and medical expenses following any such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue Spike's Keg 'O' Nails, or any of its affiliated clubs, their respective administrators, directors, agents, and other employees of the organization, the volunteers of the Spike's Challenge Race, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be cause in whole or in part by the negligence of the releasees or otherwise.
5. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

**THE UNDERSIGNED HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.**

Participant's Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date: 23, July 2011

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_

Participant's Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date: 23, July 2011

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_