

5K FOAM FEST CANADARELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

Participant's Name: _____ Age: _____ Date of Birth: (M) _____ (D) _____ (Y) _____
Address: _____ City: _____ Prov: _____
Postal Code: _____ Phone #: _____ Email: _____
Date: _____

If the Participant is a MINOR, a parent/guardian will either need to be present on site at signing, or Participant needs to have a parent sign and provide Driver's License # of parents and/or speak directly with our registration personnel.

**BY SIGNING THIS LIABILITY WAIVER YOU RENOUNCE CERTAIN LEGAL RIGHTS INCLUDING YOUR RIGHTS TO SUE.
PLEASE READ CAREFULLY AS THIS IS A LEGAL DOCUMENT.**

In consideration at being allowed to participate in any way in 5K FOAM FEST ("Activities"), and any related events and activities, I the below signed, on behalf of myself, and my successors, heirs, assigns, and anyone else who may make any claim for or on my behalf, hereby irrevocably and unconditionally acknowledge, appreciate and agree that:

- 1.) I, _____ agree to abide by the rules and regulations of the 365 SPORTS INC.&_ HILL TOP RESORT , MB____("Released Parties") and agree to use the facility and equipment in a manner consistent with its intended use and application.
 - 2.) I recognize that *participating in the 5K Foam Fest Run* is a physical activity is designed predominantly for healthy individuals. I represent and warrant I am in good health and physical condition and can participate in the "Activities."NOTE: If you have been inactive, have health or medical concerns, you are advised to consult with your physician prior to participating in the "Activities."
 - 3.) I recognize participation in these "Activities," involves various risks, dangers and hazards, including but not limited to:
 - minor or major bone fractures, scrapes, abrasions, lacerations, head concussions, body bumps, bruises, muscle, tendon or ligament strains/sprains, overstraining or exceeding physical limitations, paralysis, other serious personal or bodily injuries, death.
- Caused by, but not limited to:
- rough equipment, disregard of guidelines, rules and standard practices, falling, impact against a hard surface, slips and other gravity related mishaps/falls, uncontrolled acceleration or de-acceleration, collision with another, negligence on my part, or the part of the "Released Parties."
- 4.) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE "RELEASED PARTIES" or others, and ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION. Therefore the "Released Parties" accept no responsibility for such activity related risks. The staff of the "Released Parties" does not have medical training; if you have health or medical concerns, talk to your doctor.

I understand and agree my participation in the "Activities" is not a requirement of the "Released Parties," and is strictly voluntary.

- 5.) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY FULLY AND FOREVER RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE "RELEASED PARTIES," their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the "Activities," of and from any and all causes of action, lawsuits, losses, damages, injuries (including personal and bodily injuries, death and injury to property) howsoever caused (whether by the negligence or otherwise), claims, demands, sums, costs, expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with the "Activities," including, without limitation, my participation in the "Activities;"
- 6.) I agree not to initiate any lawsuit, court action or other legal proceeding against the "Released Parties," nor join or assist in the prosecution of any claim for money damages, which anyone may have, on account of loss, damage, or injury sustained by me or others in connection with my participation in the "Activities;"
- 7.) I agree to hold harmless, indemnify and reimburse the "Released Parties" from and for any sums, costs, or expenses (including legal fees and disbursements) incurred or suffered by any of the "Released Parties" or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses, and any other liability of any kind, sustained by me or others in connection with my participation in the "Activities."This means that I will reimburse the "Released Parties"if anyone makes a claim against them based on damages or injuries I suffer in connection with the "Activities;"
- 8.) I understand the "Released Parties" do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in and attendance at the "Activities."I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the "Activities;"

9.) I am aware and fully understand the nature and effect of the Release of Liability, Waiver of Claims and Assumption of Risks and Indemnity Agreement that I am signing. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING.

I am executing this Release and Waiver of Liability Agreement freely, without any compulsion on the part of the "Released Parties."

I ACKNOWLEDGE TO HAVING READ THIS ENTIRE AGREEMENT PRIOR TO HAVING SIGNED IT.

By signing this document, I am freely assuming risks of injury and other risks associated with participating in the "Activities." I acknowledge having read, understood and agreed to the conditions contained in this agreement.

Complete and sign below if the member participating in the "Activities" is of the age of majority in his/her jurisdiction of residence.

Participant Name: _____ Signature: _____ Date: _____

Witness Name: _____ Signature: _____ Date: _____

If the member participating in the "Activities" is under the age of majority in his/her jurisdiction of residence, he/she and a parent or legal guardian are required to sign below.

By signing this document, we are freely assuming risks of injury and other risks associated with participating in the "Activities." My child and I acknowledge having read, understood and agreed to the conditions contained in this agreement.

My Child _____, a minor pursuant to the laws of our jurisdiction of residence, has my permission to participate in the "Activities."

Participant Name: _____ Signature: _____ Date: _____

Parent/Guardian Name: _____ Signature: _____ DL #: _____

In case of Emergency, please provide the following contact information:

Emergency Contact Name: _____ Relationship: _____

Address: _____ City: _____ Prov: _____

Postal Code: _____ Phone #: _____ Cell #: _____

PERSONAL PHOTO RELEASE

I, _____ authorize the "Released Parties" to collect and use the personal information on this form for the purpose of the management and administration of the 5K FOAM FEST. I authorize the "Released Parties," to disclose such personal information to third parties, as may be required for this purpose, including legal and insurance companies. The "Released Parties" may also be required or permitted to disclose such personal information pursuant to relevant privacy laws or other laws.

I hereby grant and give perpetually to the "Released Parties" exclusively, the irrevocable right (including, without limitation), all now and hereafter existing common law, statutory and moral rights throughout the world and regardless of whether or not such rights are now known to use my name, address, voice, photograph, image and/or other likeness ("Attributes") in any and all publicity purposes, commercial or otherwise, in any and all media without compensation or further notification including, without limitation, the perpetual and unlimited right to reproduce (by electrical transcription), tape or other recording process, whether now known or hereafter developed, any materials produced by the "Released Parties" incorporating the "Attributes," and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, and use for any purpose, in any manner, by any means and in any medium, whether now known or hereafter developed, all or any part or parts of the matter and things referred to in this paragraph. I acknowledge I shall not have or claim to have any right, title or interest in or to any materials produced hereunder incorporating the "Attributes."

Participant Name: _____ Signature: _____ Date: _____

Parent/Guardian Name: _____ Signature: _____ Date: _____

GOVERNING LAW

I acknowledge that if any portion of this Release is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Release supersedes any oral or written statements made by any of the "Released Parties," or to me, in connection with the "Activities." This document is governed by the laws of the Province of Manitoba and operates to the benefit of the "Released Parties," as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

Initial: _____