

5K FOAM FEST USA - KIMBALL FARMS

ASSUMPTION OF INHERENT RISKS AND RELEASE OF RESPONSIBILITY - CONSENT AND PHOTO RELEASE FORM

AGREEMENT BETWEEN : 365 SPORTS INC., KIMBALL FARMS, AND PARTICIPANT LISTED BELOW:

BY COMPLETING THIS FORM, I ACKNOWLEDGE I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HEREBY REPRESENT AND WARRANT: I AM A PARTICIPANT OF THE AGE OF MAJORITY IN MY JURISDICTION OF RESIDENCE. IF REGISTERING AS A MINOR, A PARENT/LEGAL GUARDIAN WILL EITHER NEED TO BE PRESENT ON SITE TO AUTHORIZE AND SIGN, OR THE PARTICIPANT NEEDS TO HAVE A PARENT/LEGAL GUARDIAN SIGN AND PROVIDE A DRIVER'S LICENSE #/PICTURE ID, OR PARENT/LEGAL GUARDIAN SPEAK DIRECTLY WITH REGISTRATION PERSONNEL. I AGREE THAT IF I DO NOT ACCEPT ALL TERMS AND CONDITIONS IN THIS AGREEMENT & WAIVER, I SHOULD NOT PARTICIPATE IN THE EVENT.

PLEASE READ CAREFULLY AS THIS IS A LEGAL BINDING DOCUMENT

Participant's First Name		Participant's Last Name	
Address		City	Province/State
Phone	Email	Age	Date of Birth

BY SIGNING THIS DOCUMENT, I RENOUNCE SUBSTANTIAL LEGAL RIGHTS INCLUDING MY RIGHTS TO SUE.

In consideration of being allowed to participate in any way in 5K FOAM FEST USA (hereby known as *Activities*) and any related events/activities, I the below signed, on behalf of myself, 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 365 Sports Inc., Kimball Farms, subsidiaries and those affiliated with conducting the *Activities*, without limitation to their officers, officials, directors, agents, employees and volunteers, other participants, sponsoring agencies, sponsors, advertisers, venue lessee/owner/lessor and their employees (hereby known as *Released Parties*) and agree to use the facility/equipment in a manner consistent with its intended use;
- 2.) I acknowledge having received all information about 5K FOAM FEST USA (*Activities*) and agree to observe and abide by all posted rules, warnings and follow instructions or directions related to the event;
- 3.) I understand no refunds will be granted if the *Released Parties* decide to modify, postpone or cancel the *Activities* due to weather conditions (including but not limited to: lightning, floods, storms, tornadoes, hurricanes, extreme heat, acts of God), acts of war, terrorism, military conflicts or riots or any other factors beyond their control that may affect the venue, safety, security and/or health of the participants and/or visitors;
- 4.) I recognize the 5K FOAM FEST USA is a physical activity designed predominantly for athletic, healthy individuals. I warrant I am in good physical and mental health and I do not suffer from any disability or physical problems that could make it hazardous for me to participate and I agree to participate in the *Activities* of on my own free will. I further warrant I am not taking any prescription or non-prescription drugs, including any controlled substances, which may impair my ability to participate in the activities. **NOTE: If you have been inactive, pregnant or if you have medical problems, you are advised to consult with your physician before taking part in the *Activities*;**
- 5.) I have received instructions and been informed of the safety measures and implications of participating in the *Activities*, involving various risks, dangers and hazards of accidents and bodily harm that could result from my participation, including but not limited to: i) Minor or major bone fractures, scrapes, abrasions, lacerations, head concussions, bumps, bruises, muscle, tendon or ligament strains or sprains, overstraining or exceeding physical limitations, exhaustion or dehydration, paralysis, drowning or near drowning, heat and cold injuries, animal bites or insect stings, contact with poisonous plants, or other serious personal or bodily injury, death; Caused by, but not limited to: ii) All-terrain equipment, rough equipment, disregard of guidelines, rules and standard practices, falling, impact against a hard surface, slips and other gravity-related mishaps/falls or accidents, uncontrolled acceleration and deceleration, collision with an object or another participant, interaction with wild animals, insects or plants, negligence on my part or the part of the *Released Parties*;
- 6.) I am the best and only judge of my ability to participate in these *Activities* and am fully aware of the additional risks involved in my participation and assume such risks on my own free will. I am voluntarily participating for my own enjoyment and completing any obstacles is purely voluntary;
- 7.) I agree not to enter head first or dive into any body of water or mud pit, as doing so can cause serious injury or result in death. I know how to swim and I am a competent swimmer.
- 8.) I fully understand that firearms, weapons of any kind, fireworks, illegal substances or unauthorized merchandise with the intent to sell are completely prohibited from the venue and *Activities* and will cause immediate dismissal from the event with no refund;

- 9.) 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 assume all expenses related to any type of damage or loss (personal or property), death, illness or injury, to medical expenses and/or emergency resulting from my participation in the *Activities*;
- 10.) 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. The *Released Parties* accept no responsibility for such activities' related risks. The *Released Parties* do not have medical training; **if you have health or medical concerns, consult your doctor;**
- 11.) I consent to the administration of first aid or other medical treatment in the event of injury or illness and understand this Agreement & Waiver extends to the liability connected with such treatment; I hereby release and indemnify *Released Parties*, from any and all claims arising from such treatment;
- 12.) 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* 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, foreseeable or not), 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*;
- 13.) 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*;
- 14.) 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, illness, 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*;

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND ASSUMPTION OF INHERENT RISKS AND RELEASE OF RESPONSIBILITY, WITHOUT ANY TIME CONSTRAINTS BEING PLACED UPON ME, AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ALL ITS CONTENTS. I VOLUNTARILY SIGN THIS DOCUMENT WITHOUT ANY INDUCEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT AND FORM, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS AND IT IS MY INTENTION TO DO SO FREELY AND WITHOUT COERCION.

CONSENT FORM AND PERSONAL PHOTO RELEASE

I authorize 365 Sports USA Inc. and Kimball Farms and affiliates and Released Parties (Organizers) to collect and use personal information on this form for the purpose of management and administration of the *Activities*. I authorize the Organizers to disclose such personal information to third parties, as may be required for this purpose, including to legal and insurance companies. The Organizers 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 Organizers exclusively, the irrevocable right (including, without limitation) all now and hereafter existing civil and/or 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 likeness (Attributes) for 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 Organizers 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 will not have or claim to have any right, title or interest in or to any materials produced hereunder incorporating the Attributes.

This agreement supersedes any oral or written statements made by any of the *Released Parties* and *Organizers*, or me in connection with the *Activities*. All matters of this Agreement & Waiver, or any dispute arising from the *Activities*, regardless of event location, are governed by the laws of Clark County in the State of Nevada, where 365 Sports USA Inc is located. If any portion of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable.

BY SIGNING, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

Participant Signature	Date
Participant Name (please print)	

SINCE I AM UNDER THE AGE OF MAJORITY WITHIN MY JURISDICTION OF RESIDENCE BEING ____ (AGE), I AM INCLUDING MY PARENT/LEGAL GUARDIAN'S WRITTEN CONSENT:

BY SIGNING, I UNDERSIGNED, AS PARENT/LEGAL GUARDIAN OF A MINOR PARTICIPANT, RECOGNIZE AND CONSENT THAT THIS MINOR WILL BE BOUND BY THIS AGREEMENT

Parent/Legal Guardian Signature	Date
Parent/Legal Guardian Name (please print)	

EMERGENCY CONTACT INFO

Emergency Contact Name	Relationship		
Address	City	Province	Postal Code/Zip Code
Phone	Email		