

West Shore Community College

Liability Release and Assumption of Risk Form

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

In exchange for being allowed to participate in the West Shore Community College Mud Run (hereafter "Mud Run") and other valuable consideration, I (or my parent, legal guardian or other representative) agree as follows:

1. **ASSUMPTION OF RISK:** I understand that the Mud Run is a recreational activity and that my participation in it is voluntary. I understand that participation in the Mud Run carries with it certain risks, including, but not limited to, personal injury or death caused by, but not limited to, falls, contact with other participants or obstacles, course conditions, or weather. I acknowledge that by participating in the Mud Run, I appreciate and assume these risks and any other Risk which I have knowledge of, appreciate and accept during the Mud Run. I acknowledge that I am solely responsible for my physical and mental fitness, and that I should consult a physician or other medical professional before engaging in physical activity such as and including the Mud Run.
2. **RELEASE, HOLD HARMLESS, AND COVENANT NOT TO SUE:** I, on behalf of myself and on behalf of my personal representatives, assigns, heirs, executors, hereby fully and forever releases, waives, discharges and covenants to hold harmless and not to sue West Shore Community College, its elected and appointed officials, employees, students, agents and volunteers (collectively, "Releasees") from all liability to me or my personal representatives, assigns, heirs and executors, for all loss(es) or damage(s) and any and all claims or demands therefore, on account of injury to me or my property or resulting in my death, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with my participation in the Mud Run.
3. **PROMOTIONAL MATERIALS:** I give permission to West Shore Community College to use my name, image, likeness or any other record of my participation in the Mud Run for any promotional purposes without obligation or liability.
4. **NO WAIVER OR ORAL MODIFICATION:** I understand that this agreement may not be waived or modified in whole or in part except by written consent of the undersigned and the an authorized representative of West Shore Community College.
5. **ENTIRE AGREEMENT:** This document contains the entire final agreement of the parties and it supersedes all prior or contemporaneous agreements, representations or understandings.
6. **SEVERABILITY:** In the event that any term of this agreement is held to be unenforceable that holding shall not affect the enforceability of any other term.

7. **ACKNOWLEDGMENT:** I acknowledge that by signing this agreement, I am giving up certain legal rights. I understand that I should contact an attorney if I have questions about these rights. By signing this document, I acknowledge that I have read it and understand its contents.

Participants Name (print): _____

Address: _____

City, State, Zip: _____

Participant Signature: _____

Date: _____

If participant is a Minor Child, the following must be completed

By signing my name below, I represent that I, as the parent/guardian, authorize my child, _____ to participate in the Mud Run and agree to all the terms and contained in this Waiver/Release.

Parent/Legal Guardian Name (print): _____

Relationship to Participant: _____

Parent/Legal Guardian Signature: _____

Date: _____