

# MEDIEVAL RUSH WAIVER & RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

Medieval Rush is a Trade Name of Strongside Events ND, LLC

## PLEASE READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS AND PROVIDE YOUR INITIALS ON EACH LINE AFTER READING

1. I understand that Medieval Rush ("Event") is an inherently dangerous activity that presents extreme obstacles, including, but not limited to, fire, mud pits, barbed wire, cargo nets, junk cars, climbing heights, jumping into water, water crossings, steep hills and/or uneven terrain.
2. I understand that participating in the Event involves the risks of severe physical injury and/or death that cannot be completely eliminated.
3. I voluntarily, knowingly and freely assume all risks associated with competing in the Event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including participants, staff or spectators), falls, illness, infection, contact with others (including participants, staff or spectators), completing any and all obstacles, premises defects and the effects of weather, including high heat and/or humidity.
4. I agree to observe and obey all posted rules and warnings, to follow any instruction or directions given by Strongside Events ND LLC through its employees, representatives or agents, and to abide by any decision of any Event official relative to my ability to safely compete in the Event.
5. I understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease or contamination.
6. I understand that the Event course may contain wild animals, insects and plants.
7. I agree not to dive into or enter the mud pit head first, as doing so may cause serious physical injury.
8. I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous.
9. If I am pregnant, disabled in any way or have recently suffered an illness or injury; I did consult a physician before participation in the Event and received his/her unequivocal clearance to participate in this event.
10. I agree not to consume alcohol or drugs prior to Medieval Rush or ingest, inhale or otherwise introduce into my body any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Medieval Rush or its activities.
11. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as Strongside Events ND LLC, volunteers or medical professionals may deem appropriate and understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.
12. I understand and agree that I am expected to exhibit appropriate behavior at all times and to obey all local, state and federal civil and criminal laws at all times while participating in or attending the Event. This includes, generally, respect for all people, equipment, facilities or property. Strongside Events ND, LLC may dismiss me, without refund, should my behavior endanger the safety of or negatively affect the Event, person, facility or property. I also agree to indemnify Strongside Events ND LLC, its owners, officers, past and present employees, agents and Event sponsors from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.
13. I agree that Strongside Events ND, LLC is not responsible for any personal items or property that is lost, damaged or stolen at the Event.
14. I understand that pets, wheeled baby conveyances or other wheeled means of conveyance are NOT permitted on the Event Course.
15. I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing, promotion or any other commercial use.
16. I assign all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of the Event If any taken or capture to Strongside Events ND, LLC. grants to me limited, non-exclusive, perpetual right and license to the use, for non-commercial purposes only, any and all photographs, motion pictures, recordings, or other records of the Event I may take or capture.
17. I agree that all entry fee payments are final and non-refundable.
18. I agree that Strongside Events ND, LLC reserves the right to cancel the Event in the event of extreme weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that, in Strongside Events ND, LLC discretion, will protect the safety and security of Event Participants and spectators. In the event of such cancellation, there will be no refund of my registration fee.
19. **(Check One)** I am at least 18yrs old OR I am at least 14yrs old and my Parent/Guardian has reviewed this waiver and consented to its terms.

## WAIVER & RELEASE OF ALL CLAIMS/ASSUMPTION OF RISK

I understand that Strongside Events ND, LLC is committed to conducting its Event in a safe manner, holds the safety of participants in the highest regard, continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect their safety. I also understand, however, that participants and parents/guardians of minors registering for the Event recognize that there is an inherent risk of severe physical injury and/or death when choosing to participate in the Event. I am solely responsible for determining if I am (or my minor child/ward is) physically fit and/or sufficiently skilled for the Event. I recognize and acknowledge that there are risks of physical injury to participants in the Event, and I freely and voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I (or my child) may sustain as a result of said participation. I approve my (or my child's) participation in the Event. I assume all risks and hazards incidental to such participation in the Event, and I release, absolve, indemnify, and agree to hold harmless Strongside Events ND LLC, its owners, officers, past and present employees, agents, representatives, assigns, administrators, executors, volunteers, and all city, county and state governments, and all Event sponsors, the owner of the property where the Event occurs and any other persons, for any claim arising out of an injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child's) participation in the Event, including any claim for the negligence of Strongside Events ND, LLC and/or of all other parties being released or indemnified.

I acknowledge that I have read and fully understood the important information above, including the warning of risk, assumption of risk and waiver and release of all claims, that I have carefully analyzed, accepted and agreed to the terms of this Waiver & Release and sign on my own free act and deed, and that I understand that I have given up legal rights by signing it.

I acknowledge that my participation in the Event WILL BE DENIED if my signature or the signature of my parent/guardian (if I am under the age of 18) does not appear on this Waiver & Release prior to my participation in the Event.

I acknowledge that when I register online, my online signature shall substitute for and have the same legal effect as an original form signature.

\_\_\_\_\_  
First and Last Name (Printed)

\_\_\_\_\_  
Name (Signed)

\_\_\_\_\_  
Date

## ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18

I, the parent or legal guardian of the above named participant ("Minor"), give my approval for the Minor's participation in the Event. I assume all risks and hazards incidental to the Minor's participation in the Event and I release, absolve, indemnify and agree to hold harmless Strongside Events ND LLC, its owners, officers, past and present employees, agents, representative, assigns, administrators, representative, executors, volunteers and all city, county and state governments, and all Event sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to the Minor and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with the Minor's participation in the Event. I consent to the foregoing and grant permission for the Minor to participate in the Event. I acknowledge I have carefully read accepted and agreed to the terms of this Waiver & Release, know and understand its contents and sign below on my own free act and deed.

\_\_\_\_\_  
Minor's First & Last Name (Printed)

\_\_\_\_\_  
Parent's/Guardian's First and Last Name (Printed)

\_\_\_\_\_  
Parent/Guardian Name (Signed)

\_\_\_\_\_  
Date