



WAIVER & LIABILITY RELEASE

- Racers age 18 and older must complete this form
- Racers age 12 - 17 must have parent(s) or guardian(s) complete this form
- All racers must complete this form prior to racing
- Any alternates/substitute racers must complete this form prior to racing





BED RACING WAIVER OF LIABILITY AND RELEASE AGREEMENT

I, _____ wish to participate in the Jackalope Days Bed Race (the “Event”) offered by The Enterprise, The City of Douglas, the Jackalope Days Committee, and other sponsors of the Event (the “Event Host”). As a precondition to participating in the Event, I have read the following Release Agreement (the “Agreement”) and agree to its terms.

Assumption of Risk: I understand that participating in the Event entails inherent risks of physical injury, including, but not limited to, the risks described on the reverse side of this Release Agreement. Having read this form, I am fully aware of the risks and hazards associated with the Event, and hereby elect to voluntarily participate in the Event. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me as a result of participating in the Event, unless caused by the gross negligence or willful misconduct of the Event Host, its officers, trustees, agents, employees or volunteers (collectively referred to as the “Event Host”).

Liability Release: In consideration for the Event Host allowing me to participate in the Event, I agree I will not sue the Event Host and I release the Event Host from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Event or while upon the premises where the Event is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the Event Host.

Indemnification: I agree to indemnify and hold harmless the Event Host from and against any loss, liability, damage or costs, including court costs and attorneys’ fees, that the Event Host may incur arising from my involvement in the Event, excepting those claims arising from the gross negligence or willful misconduct of the Event Host.

Warranty of Physical Fitness: I warrant that I am physically fit and in a condition that will allow me to participate fully in the Event. I understand the Event Host has not made, nor will make, any investigation into my physical fitness or ability to participate in the Event, and the Event Host is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Event.

Emergency Medical Treatment: I grant the Event Host permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by the Event Host shall be subject to the terms of this Agreement. I understand and agree that the Event Host assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

Intent: It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives.

In signing this Agreement, I acknowledge that I have read both sides of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Name of Participant (print) _____

Signature _____

Date _____

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND PAGES 2-3 BEFORE SIGNING.



PARENT/GUARDIAN WAIVER - RELEASE FROM LIABILITY

If the Applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above WAIVER OF LIABILITY AND RELEASE AGREEMENT, the following waiver:

The undersigned referred to as the parent(s) and natural guardian(s) or legal guardian(s) of the Applicant, does hereby represent that he/she (they) is (are) in fact acting in such a capacity and agrees to save and hold harmless and indemnify each and all of the Event Hosts listed above from all liability, loss, cost, claim, or damage whatsoever may be imposed upon the Event Host because of any defect in or lack of such capacity to so act and release the Event Host on behalf of both of the undersigned.

NAME: _____

RELATIONSHIP TO MINOR: _____

SIGNATURE: _____

DATE: _____

By participating in the Jackalope Bed Race Event you may be exposed to several inherent risks, including but not limited to those listed below:

- Tripping and Falling
- Abrasions, cuts, and contusions
- Sprained ankles and wrists
- Broken wrists
- Dehydration
- Heat Exhaustion
- Pulled Muscles
- Twisted ankles
- Rashes
- Strained Shoulders, Arms, Legs, Back, Wrists, Ankles
- Heart Attack

We request you conduct your participation with the safety of yourself and others in mind
THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND PAGES 2-3 BEFORE SIGNING.

