

RELEASE AND WAIVER OF LIABILITY

Ironmen Erg Classic

NOTICE: BY SIGNING THIS DOCUMENT, YOU GIVE UP IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE YOU SIGN IT.

In consideration of access to and use facilities and equipment during the Ironmen Erg Classic, and on behalf of myself, my personal representatives, my heirs, and my assigns:

1. I hereby **fully and forever release, discharge, and hold harmless** Don Bosco Preparatory High School, Don Bosco Prep Oarsmen Club, King's Court, Inc., and Carla Development Corp., and their affiliated entities, agents, officers, employees, representatives, volunteers, successors, and assignees (individually and collectively, the "Event Parties") from any and all claims for property damage, personal injury, or death that may arise from my participation in activities at or associated with the Ironmen Erg Classic, **including but not limited to, any and all claims arising from the negligence of Event Parties.**
2. I agree that I will not take any legal action (lawsuit or claim) against Event Parties for **personal injury, death, property damage, or any other loss** sustained as a result of my participation in the activities. I also agree to indemnify and hold Event Parties harmless for **any and all such claims, judgments, and costs**, including reasonable attorney's fees, incurred in connection with any legal action brought by me, my agents, or my heirs arising out of my participation in activities at or associated with the Ironmen Erg Classic.
3. I acknowledge, agree, and represent that I am qualified, in good health, and in proper physical condition to participate in activities at or associated with the Ironmen Erg Classic. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further my participation in the activities at or associated with the Ironmen Erg Classic.
4. I fully understand and acknowledge the inherent dangers and risks associated with my participation in activities at or associated with the Ironmen Erg Classic, including but not limited to serious bodily injury, permanent disability, paralysis, and death. These risks may be caused by my own actions or inactions, the actions of others, or the conditions in which the Ironmen Erg Classic is conducted. **I assume all these hazards as my personal risk, foreseeable and unforeseeable, that might cause permanent physical injury or death.**
5. By signing this document, I certify that my participation in these activities at or associated with the Ironmen Erg Classic is **completely voluntary**. I am acting of my own free will. I am not under the influence of alcohol or any other drug. I do not have to participate in activities at or associated with the Ironmen Erg Classic. I may cease to participate at any time.
6. **I am free to seek advice from independent legal counsel** at my own expense prior to signing this document. I agree that any advice, suggestions, or statements regarding this document or my participation in activities at or associated with the Ironmen Erg Classic by other participants or anyone else, including Event Parties may be incorrect and not supported by the law.

I have read this document. I understand this document. I am still willing to sign it. I agree to all terms and conditions.

Printed Name and Address of Participant:

Name :

Street : City, State, Zip:

Phone: Date:

**Participant's Signature
(only if age 18 or over):**

PARENTAL CONSENT: By signing below, I, the minor's parent and/or legal guardian, understand the nature of activities at or associated with the Ironmen Erg Classic and the minor's experience and capabilities. I believe the minor to be qualified to participate in such activity at or associated with the Ironmen Erg Classic. I hereby **fully and forever release, discharge, and hold harmless** the Event Parties from any and all claims for property damage, personal injury, or death that may arise from the minor's participation in activities at or associated with the Ironmen Erg Classic, including but not limited to, **any and all claims arising from the negligence** of Event Parties.

Printed Name and Address of Parent/Guardian:

Name :

Street : City, State, Zip:

Phone: Date:

**Parent/Guardian Signature
(only if participant is under the age of 18):**