

Mad Cap Events, LLC
Volunteer Legal Liability Agreement

I recognize and acknowledge that there are certain risks of physical injury to staff and volunteers at the Event and I 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 attending and/or working at the Event. I approve my (or my child's) ability to work as a volunteer at the Event. I assume all risks and hazards incidental to working at the Event, and I waive, release, absolve, indemnify, and agree to hold harmless Mad Cap Events, LLC ("MCE"), its owners, officers, past and present employees, agents, event venues, contractors, representatives, assigns, administrators, representatives, executors, other volunteers and all city, county and state governments, and all sponsors, their representatives and successors, and 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) attendance or volunteer work at the Event.

_____ 1. I understand that this is a Volunteer position. In exchange for the opportunity to volunteer at the Savage Race ("Event"), I will receive a free Savage Race T-Shirt and my cost of parking will be waived.

_____ 2. I agree to perform volunteer services under the direction of Event officials, to follow Event officials' instructions and to abide by MCE's and the Event's policies and procedures.

_____ 3. I understand that I am an independent contractor and not an employee of MCE. I am not entitled to receive any payment, salary, benefits, insurance or other remuneration. I am not authorized to enter into or commit MCE to any agreements. I am expected to carry personal medical insurance to cover any medical expenses arising from any injuries or illness I incur while working at the Event.

_____ 4. I understand that the Event is a hazardous activity that presents extreme obstacles, including, but not limited to, fire, mud pits, barbed wire, cargo nets, junk cars, climbing, heights, jumping from heights, water crossings, swims, steep hills and uneven terrain.

_____ 5. I assume all risks associated with working at the Event, including, but not limited to, falls, contact with participants, spectators, volunteers and staff, negligent or intentional acts of participants, spectators, volunteers and staff, defects or conditions of premises and the effects of weather, including high heat and/or humidity, all such risks being known, understood and appreciated by me.

_____ 6. I agree not to work at the Event unless I am medically able to do so.

_____ 7. I attest that if I am pregnant, disabled in any way or have recently suffered an illness, injury or impairment, I should have or did consult a physician before working at the Event.

_____ 8. I agree not to consume alcohol prior to the Event or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively work at the Event.

_____ 9. I agree to abide by any decision of any Event official relative to my ability to safely work at the Event.

_____ 10. In the event of injury, I consent to emergency medical care and transportation in order to obtain treatment as MCE, other volunteers or medical professionals may deem appropriate. 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.

_____ 11. I understand and agree that I am expected to exhibit appropriate behavior at all times and I agree to obey all local, state and federal civil and criminal laws at all times while working at and attending the Event. This includes, generally, respect for all people, equipment, facilities or property. MCE may dismiss me, without written notice or payment, should my behavior endanger the safety of or negatively affect the Event, person, facility or property of any kind. I also agree to indemnify MCE, its employees and representatives, from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

_____ 12. I agree that MCE is not responsible for any personal items or property that is lost, damaged or stolen at the Event.

_____ 13. I consent to the use of my image in photographs, motion pictures, or recordings taken at the Event for use in the advertising, marketing or promotion of the Event.

_____ 14. I assign all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of the Event I may take or capture to MCE. MCE grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motion pictures, recordings, or other records of the Event I may take or capture.

_____ 15. I agree that MCE reserves the right to cancel the Event in the event of extreme weather (including, but not limited to, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that, in MCE's discretion, will protect the safety and security of Event participants, spectators, volunteers and staff. In the event of such cancellation, no payment will be made to any volunteer or staff.

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Signature of Volunteer

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Date

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Name (Printed)

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

I, the parent or guardian of the above named volunteer, give my approval for this child to volunteer at the Event. I assume all risks and hazards incidental to the child's attendance and participation as a volunteer at the Event and I waive, release, absolve, indemnify and agree to hold harmless MCE, its owners, officers, past and present employees, agents, representatives, assigns, administrators, representatives, executors, other volunteers and all city, county and state governments, and all sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to the 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 the child's attendance or participation as a volunteer at the Event. I consent to the foregoing and grant permission for this child to volunteer at 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.

_____ 1. I acknowledge that I have carefully analyzed, accepted, and agreed to the terms of this Waiver & Release, know and understand its contents and sign on my own free act and deed.

_____ 2. I have read and fully understand the important information above, including the warning of risk, assumption of risk and waiver and release of all claims.

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Signature of Volunteer

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Date

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Name (Printed)

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Signature of Parent/Guardian

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Date

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Name (Printed)