

RELEASE OF LIABILITY READ BEFORE SIGNING



IN CONSIDERATION OF _______, (participants – minor or adult), being allowed to participate in any way in the Swampfoot 4 Mile or Mighty Might Mile Run, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1. The risk of injury to my self or my child from the activities involved in these events is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE REALEASES or others, and assume full responsibility for myself or my child's participation; and,
- 3. I, myself, my spouse, my child, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE THE other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to myself or my child's involvement or participation in these events, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 4. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees, including LIBERTY RIDERS, INC., RATTLE RUN FARMS, LLC. AND DEWALD FARM PROPERTY, LLC. from any and all liabilities incident to my involvement or participation in these events, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

UNDERSTANDING OF RISK

I understand the seriousness of the risks involved in participating in this event, my personal responsibilities for adhering to the rules and regulation, and accept them as a participant.

PHOTO RELEASE

I hereby consent to and authorize the use and reproduction by *Swampfoot 4 Mile* of any and all photographs and any other audiovisual materials taken of me/ my son / my daughter/ my ward for promotional printed material, educational activities or for any other use for the benefit of the program.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Print Name)	
(Participant/ Parent/ Guardian Signature if under 18 Years)	(Date)