



## BoldrDash Waiver

The Waiver must be carefully read and signed in consideration of being permitted to enter (for any purpose) BoldrDash (“Event”) and associated property, Rocky Point Park (“Premises”). As used herein, the term “Releasees” is defined to include the following: (i) BoldrDash Race LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns (collectively, “BRD”); (ii) the Premises owner; (iii) any Event volunteers; and (iv) any Event sponsors, sponsor’s affiliates and contractors, and their respective employees.

I expressly acknowledge and agree that the activities of the Event involves the risk of serious injury and/or death and/or property damage.

I am fully aware of the risks and hazards inherent in participating in the Event and I voluntarily, knowingly and freely assume all risks associated with participating in the Event, entering the Premises and engaging in inherently dangerous activities including but not limited to, mud pits, wire, cargo nets, heights, climbing, jumping into water, water crossings, swimming, traversing steep hills and/or uneven terrain and loose terrain. including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the contact, actions or inactions of others, (including Event attendees, staff or volunteers), any and all injuries, illnesses, infections, injuries involving vehicles, animal bites and/or stings, contact with poisonous plants that can cause bodily harm or illness. I further understand that sever weather can be present during the event which can also lead to illness injury or death, permanent paralysis and/or death. I understand that the Event course may contain wild animals, insects and plants. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist. I represent and warrant to Releasees that I am in good physical condition, am able to safely participate in the Event and have no medical condition that would make my participation in the Event more hazardous.

I understand, agree and accept that some of the obstacles may include passing through water that has not been treated for chemicals, disease or contamination. I agree not to dive into or enter any mud pit or body of water head first, as doing so may cause serious physical injury and/or death.

I understand that it is my responsibility to obtain any insurance needed to cover personal injury or death and any liability I might incur to other Event participants. I consent to medical treatment and transportation in order to obtain said treatment in the event of injury to me as BoldrDash, volunteers or medical professionals may deem appropriate. I further understand that this Waiver extends to any liability arising out of, or in any way connected with, such medical treatment or transportation.

I understand and agree that I shall exhibit appropriate behavior at all times while at the Event or on the Premises. I shall obey all local, state and federal civil and criminal laws. BoldrDash may, in its sole discretion, dismiss me from the Event and/or premises should my behavior be deemed inappropriate. Dismissal from the Event/Premises shall be without any refund. I also agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

I understand and agree that the Releasees are not responsible for any lost, damaged or stolen personal items or property at the Event or on the Premises. and I further agree that all registration fees are final and non-refundable.

I understand and agree that pets, wheeled baby conveyances or other wheeled means of conveyance are prohibited from the Event course.

I consent to the use of my name and image in photographs, telecasts, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion. I assign to BoldrDash all my right, title, and interest in any photographs, motion pictures, recordings or other records of the Event (“Records”) I may take or capture to BoldrDash. BoldrDash grants to me a limited, non-exclusive right and license to use the Records for non-commercial purposes only.

I understand and agree that the sale of unauthorized merchandise is not permitted.

I understand and agree that weapons, fireworks or illegal substances are prohibited from the Event or the Premises.

I understand and agree that BoldrDash reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storm, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that will affect the safety and security of Event participants and attendees. In the event of such cancellation, there will be no refund of my purchase.

I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am at the Event or on the Premises, whether or not caused by the active or passive negligence of the Releasees.

I release, waive, discharge and covenant not to sue the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any 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 minor/ward's) participation in the Event or while on the Premises, whether or not caused by the active or passive negligence of the Releasees.

In consideration of this entry being accepted, I hereby for myself, heirs, executors, administrators, waive and release any and all right and claim of damages I may have against the RI Department of Environmental Management, the State of Rhode Island, their agents, representatives, successors, employees and assigns for any and all injuries suffered by me at said event or while traveling to or returning there from save those proximately callused by the willful tortuous acts of the state, its agents, servants, and its employees. I agree to permit the full use of my name and pictures in any broadcast, telecast and other accounts of this event.

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(please print)

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Signature

Date \_\_\_\_\_

**MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required) The undersigned,**

\_\_\_\_\_, referred to as the parent(s) and natural guardian(s) or legal

guardian(s) of \_\_\_\_\_, does hereby represent that he/she (they) is (are), in fact, acting in such capacity and agree to indemnify, save and hold harmless each and all of the parties herein referred to above as Releasees from all loss, liability, damage, cost or claim whatsoever that may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned.

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(please print)

PARENT/GUARDIAN NAME SIGNATURE \_\_\_\_\_

RELATIONSHIP TO MINOR \_\_\_\_\_

Date \_\_\_\_\_