

Liability Waiver for the Great Contraption Race

**Original to be signed by each participant and returned to IHITA by day of race **

In exchange for participation in the Great Contraption Race, I agree to the following:

1. To the best of my knowledge, I am in good health and in proper physical condition to participate in this race. I acknowledge and understand the inherent risks and dangers, associated with participating in any boating, floating or swimming race including but not limited to: falls, contact with other participants, effects of the weather, water, the condition of the water and the potential risk of serious physical injury or even death, and I hereby elect to voluntarily participate in the race, knowing the associated risks and dangers. I voluntarily assume all risks, loss, property damage and/or physical injury including death that may be sustained by me, or loss or damage of property owned by me, as the result of participation in the race.
2. I agree to observe and obey all rules, warnings both in writing and verbal provided by the race organizers, volunteers, sponsors and their officers, employees, agents, servants and representatives.
3. I hereby release, waive, discharge and covenant not to sue the race organizers, volunteers, sponsors and their officers, employees, agents, servants, representatives and successors from all claims, including personal injury and property damage or loss and liability that may arise out of my own negligence or carelessness. I further hereby agree to indemnify and hold harmless the race organizers volunteers, sponsors and their officers, employees, agents, servants, representatives and successors from all claims; causes of action, damages, judgments, costs and fees including attorney's fees and litigation costs, which may arise from my negligence and/or carelessness resulting from my participation in the race.
4. I further consent to the use of my image and likeness in photographs, motion pictures, recordings or any other record of the race used for promotional or other legitimate purposes. I hereby waive the right to inspect or approve any finished electronic, photographic or printed matter that may be used in conjunction with the race now or in the future.

5. I acknowledge that the Great Contraption Race is to be run on August 18, 2018 and in the event of inclement weather conditions which require the cancellation of the race before it starts, or results in the early termination of the race due to safety concerns, the race **WILL NOT** be rescheduled and the entry fee **WILL NOT** be refunded.

I HAVE READ THIS DOCUMENT AND UNDERSTOOD ITS TERMS AND CONDITIONS AS SET FORTH. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AND I AM SIGNING IT OF MY OWN FREE WILL; NO PROMISES, INDUCEMENTS, ORAL REPRESENTATIONS OR STATEMENTS APART FROM THE FOREGOING HAVE BEEN MADE IN EXCHANGE FOR MY SIGNATURE.

Signature

Print Name

Date Signed