

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(RE: DIGITAL MEDIA SUBMISSION AND INDEPENDENT PARTICIPATION)

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

TO: **WL BALANCE, INC.**, operating as **DEEP LINE THROTTLE** ("DLT"), and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES").

PARTICIPANT NAME:

\_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
AGE: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_

## 1. NATURE OF OPERATIONS & INDEPENDENT ACTIVITY

I acknowledge that **WL Balance, Inc. (DLT)** is a digital media and educational entity. The "Respect the Send" Challenge is a digital content competition. I understand and agree that:

- DLT does **not** provide a venue, track, course, or supervised environment for filming.
- The riding and filming conducted for my submission is an **independent activity** performed at my own discretion and risk.
- DLT exercises **zero control or supervision** over the location, timing, weather, terrain, or equipment used during my activity.

## 2. ASSUMPTION OF RISKS – BACKCOUNTRY & MOTORIZED ACTIVITIES

I am aware that snowmobiling and backcountry travel involve many inherent risks, dangers, and hazards including, but not limited to:

- **Avalanches:** which may be caused by natural forces or by my own travel;
- **Terrain:** hidden obstacles, cliffs, tree wells, creeks, and changing snow conditions;
- **Equipment:** mechanical failure or misuse of safety gear;

- **Weather:** extreme cold, low visibility, and rapid changes in conditions. I **FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

### **3. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees reviewing my digital content for contest entry, I hereby agree:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **RELEASEES** (including sponsors **Kyber, Blackline Ranch, and Tempest Optics**) and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in riding or filming.
3. **MEDIA RELEASE:** I grant WL Balance, Inc. a perpetual, royalty-free license to use the submitted video for promotional and educational purposes.

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**I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS.**

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Witness Signature:** \_\_\_\_\_ **Witness Name (Print):** \_\_\_\_\_

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### **REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18:**

I am the parent or legal guardian of the minor named above. I have read this agreement and am signing it on behalf of the minor, and I agree to be bound by all its terms.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Witness Signature:** \_\_\_\_\_ **Witness Name (Print):** \_\_\_\_\_