

READ CAREFULLY THIS IS A RELEASE
MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Description and Location of Event

Date

I/WE HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE AND DISCHARGE Brooks Adventures, Matthew Brooks, Angela Brooks, owners, lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes therein referred to as "Releasees," from all liability to the undersigned, my/our personal representatives, assigns, heirs and next of kin for any and all loss or damage and any claim or any demand on account of any injury to the participant included, but not limited to, death, whether caused by the negligence of the "Releasees" or otherwise, while the minor is in or upon the restricted area and/or competing, officiating in, observing, working for or for any purpose participating in the event.

I/We acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I/We will inform our child of these risks.

I/We acknowledge that this Accident Waiver and Release of Liability form will be used by Brooks Adventures, Matthew Brooks, Angela Brooks, the property owners, the property, the event holders, sponsors and organizers, in which my child may participate and that it will govern my child's actions and responsibilities at said events.

In consideration of my application and permitting my child to participate in this event, I/We hereby take action for myself and my child, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this event, **THE FOLLOWING ENTITIES OR PERSONS:** Brooks Adventures, Matthew Brooks, Angela Brooks, the property owners, the property, the event holders, sponsors and organizers. Their directors, officers, employees, volunteers, representatives, and agents, the even holders, event sponsors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether cause by the negligence of releases or otherwise.

I hereby consent to Brooks Adventure providing medical treatment to my child that may be deemed advisable in the event of injury, accident, and/or illness during this event.

I understand that at this event or related activities, my child may be photographed. I agree to allow my child's photo, video or film, likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years old)

Each of the undersigned parents or legal guardians for the minor participant agrees to indemnify and save and hold harmless the "Releasees," and each of them from any loss, liability, damage or cost they may incur due to the presence of the said minor in or upon the restricted area or in any way competing, officiating, observing or working for any purpose participating in the event and caused by the negligence of the "Releasees" or otherwise.

THE UNDERSIGNED PARENTS OR LEGAL GUARDIANS HAVE READ AND VOLUNTARILY SIGN THE MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE

PRINT NAME OF PARENT OR GUARDIAN

NAME OF PARTICIPANT (Print) Age

SIGNATURE OF PARENT OR GUARDIAN

SIGNATURE OF PARENT OR GUARDIAN

ADDRESS