

# RALLY project event 2019-2020

## LIABILITY FORM

EVENT: **Rally project** event by indicating your acceptance, you understand, agree, warrant and covenant as follows:

I understand that participating in this event is potentially hazardous, and that I should not enter and participate unless I am medically able and properly trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident, which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic and conditions of the road. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for all of my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event.

I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise. I understand that any entry fee is non-refundable and non-transferable. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event. I hereby consent to the use of my email address for purposes of event information and news.

I understand that I am solely responsible for knowing the course and following instructions given by the event directors. I understand that course markings can be moved by natural or human interference. Course markings and any instructions given by volunteers are intended to supplement my understanding, but are not definitive. I am ultimately responsible for knowing and following the correct course, and any deviation there from is the result of my own actions and not the fault of the event directors, staff, or volunteers.

REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent: You represent and warrant to RALLY project, Hood County, the city of Granbury that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be

charged. As used in this Agreement and Waiver, RALLY project are referred to here on out as RALLY project and any and all subsidiaries, affiliated entities, or entities that control or are controlled by RALLY project singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information, which you provide for the purposes of registration.

2. Waiver: You understand that participation in the event is potentially hazardous, and that a registered party should not participate unless they are medically able and properly trained. You understand that events may be held over public roads and facilities open to the public during the event and upon which hazards are to be expected. Participation carries with it certain inherent risks that cannot be eliminated completely ranging from minor injuries to catastrophic injuries including death. You understand and agree that in consideration of being permitted to participate in the event, you and any registered party, the heirs, personal representatives or assigns of you or the registered party do hereby release, waive, discharge and covenant not to sue RALLY project for any and all liability from any and all claims arising from participation in the event by you or any registered party.

3. Limitation of Liability; Disclaimer of Warranties: RALLY project shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from (a) the use or the inability to use, RALLY project or (b) for the cost of procurement of substitute goods and services or (c) resulting from any goods or services purchased or obtained or transactions entered into through

RALLY project or (d) resulting from unauthorized access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if RALLY project has been advised of the possibility of such damages. You expressly agree that use of RALLY project is at your sole risk. RALLY project are provided on an "as is" and "as available" basis. RALLY project expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement RALLY project make no warranty that the RALLY project sites' services will be uninterrupted, secure or error free. RALLY project do not guarantee the accuracy or completeness of any information in, or provided in connection with RALLY project sites. RALLY project is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of RALLY project sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

4. Indemnification: You agree to indemnify and hold each of RALLY project, Hood County, the city of Granbury harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of RALLY project, Hood County, the city of Granbury or the violation of any term of this Agreement and Waiver by you.

5. Applicable Law; Consent to Jurisdiction: RALLY project (excluding linked sites) are controlled by RALLY project from its offices within the United States of America. By completing this event registration, both you, RALLY project agree that the statutes and laws of the United States of America, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use or other use of the RALLY project sites.

5. Severability: You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the United States of America and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE ANY AND ALL INVOLVED IN THE MEMORIAL DAY CHALLENGE RUCK. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature

Print Name

Date

---