

MASCOT RACES

Participant Agreement, Release and Assumption of Risk (The Agreement)

I have voluntarily elected to participate and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision and referred to individually and collectively herein as I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties"). In consideration for being allowed to participate in an event, and in any other aspect provided at said location, or any other location within the State of Missouri, I represent, acknowledge and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to Richmond Area Chamber of Commerce, City of Richmond, Kuehling Handyman Services, Mushroom Festival Committee. and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf.

I AGREE TO HOLD HARMLESS, RELEASE, AND DISCHARGE FROM ANY AND ALL LIABILITY FOR INJURIES, CLAIMS, AND/OR DAMAGES, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF I CONTEND THAT SUCH INJURIES, CLAIMS, OR DAMAGES ARE THE RESULT OF NEGLIGENCE OF SAID RELEASEES OR ITS EMPLOYEES.

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that participating in any events held by Releasee that the risks could include physical or emotional injury damage to myself, minor children, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated of the activity, which I further agree is for recreational purposes and completely voluntary.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the minor Child possess, whether known or unknown, which might contribute to or exacerbate any injury I or the Child might sustain as a result. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the minor child sustains, such assistance shall be at my own expense.

RELEASE OF LIABILITY

The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or the Child's participation, the Child's and/or my entry of event, the condition, maintenance, inspection, supervision, control or security of the Releasees, I understand that this release and waiver applies to and includes all activities that I or my Child engage in. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising there from.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and/or the Child's, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize Releasees and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing. I further agree that

the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

TERM OF AGREEMENT

I understand that this agreement extends forever into the future and will have full force and legal effect.

I UNDERSTAND SAFETY IS MY RESPONSIBILITY: I AND EACH AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

a) I acknowledge that there are inherent risks in the participation in events, and that such risks include not only but other activities and equipment. Those who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. They have a duty to exercise good judgment and act in a responsible manner while engaging in such activities. There is a duty to obey all oral or written warnings, or both, prior to or during participation, or both.

b) I have a duty to not participate in any activity, or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol.

c) I have a duty to properly use all safety equipment provided, or otherwise.

d) I have a duty to not participate in any activity, or engage in other activities or use other equipment, if I have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, or if I may be pregnant.

e) I agree to explain all safety rules to each Child I accompany, and to ensure that each Child obeys the safety rules.

By signing below, I represent and warrant that I am the participant, legal guardian, or power-of-attorney of the above listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasee from any and all claims which are brought by or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from the participation in any and all events affiliated. I am 18 years of age or older.

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF OR ANY OF MY CHILDREN ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY RELATED ENTITY, EVEN IF I CONTEND SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OF RELEASEES OR ITS ASSOCIATES.

Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older):

Signature & Date: _____

Signer First Name: _____

Signer Last Name: _____

Signer Birth Date: _____

Address: _____

Phone Number: _____

Email: _____

