



## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Today's Date: [date]

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT**, including by way of example and not limitation, any risks that 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 certify that I have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

### **WAIVER, RELEASE AND HOLD HARMLESS / INDEMNITY:**

(A) I HEREBY WAIVE AND RELEASE XTREME OBSTACLE COURSE, LLC (hereinafter referred to as "XOC"), "Ninja Coalition, LLC, Palermo Union School District, Thermalito Union Elementary School District, Oroville City Elementary School District, STREAM Charter School, Pioneer Union Elementary School District, Golden Feather Union Elementary School District, THEIR EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS, AND ALL SPONSORS ("RELEASEES"), FROM ANY AND ALL CLAIMS, LIABILITIES OR CAUSES OF ACTION, WHETHER CAUSED BY RELEASEES' NEGLIGENCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION DEATH, DISABILITY, BODILY INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ANY OTHER LOSS, DAMAGE OR ANY INCONVENIENCE WHATSOEVER, ARISING FROM MY PARTICIPATION IN THIS EVENT ("CLAIMS").

(B) ADDITIONALLY I PROMISE NOT TO SUE, AND AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the entities or persons mentioned in this WAIVER from any and all liabilities or claims arising, either directly or indirectly, as a result of participation in this activity, whether caused by the negligence of release or otherwise.

**Assumption of Risk:** I acknowledge that this activity may involve a test of a person's physical 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 participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants but are also present for volunteers. I assume all risks associated with this activity or event.

**Media Release:** I grant full permission to XOC, Ninja Coalition, Palermo Union School District, Thermalito Union Elementary School District, Oroville City Elementary School District, STREAM Charter School, Pioneer Union Elementary School District, Golden Feather Union Elementary School District to use photographs, videos and other types of recordings of me in advertising, trade or any commercial purpose in legitimate accounts and promotions of this event and for XOC to share my contact information with any related sponsors. I waive the right to inspect versions of my image used for publication or the written copy used in connection with the images.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

**This Agreement for Minor:**

**For all persons under eighteen (18) years of age, a parent or legal guardian must sign the following acknowledgment.**

I, the undersigned, the parent and natural or legal guardian of minor(s), hereby acknowledge that I have executed the foregoing release for and on behalf of the minor named herein and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing release. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. I consent to the administration of all medical care.

**Participant/Minor Full Name (Please Print):**

**Date of Birth:**

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**Email:**

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**Parent/Guardian Signature:**

**Date:**

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