



**PLEASE CAREFULLY READ AND CONSIDER BEFORE YOU REGISTER YOURSELF OR YOUR CHILD(REN) FOR THE KIDS OBSTACLE CHALLENGE.**

**BY CHECKING THE BOX THROUGH THE EVENTBRITE REGISTRATION OR SIGNING BELOW AT THE EVENT IF REGISTERING AT THE EVENT, YOU ARE AGREEING THAT YOU ARE THE PARENT/LEGAL GUARDIAN OF THE CHILD(REN) WHOM YOU ARE REGISTERING, AND YOU ARE AGREEING ON BEHALF OF YOURSELF AND YOUR CHILD(REN) TO THE FOLLOWING:**

**WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT (“AGREEMENT”). THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR RIGHTS AND THOSE OF YOUR CHILD(REN) AND WILL LIMIT YOUR AND YOUR CHILD(REN)’S ABILITY TO BRING FUTURE CLAIMS, DEMANDS, LEGAL ACTION, OR CAUSE OF ACTION.**

The Kids Obstacle Challenge (the “event”) involves strenuous physical activities, such as running, jumping, and negotiating (i.e., running, jumping, or climbing over, under, or through) obstacles involving mud, water, cargo nets, tires, rope swings, balance beams, climbing walls, and other similar obstacles. Both parents and child(ren) must be in good physical condition and should not suffer from any conditions which would prevent a person from safely participating in the event. Parents and child(ren) are strongly encouraged to consult with their medical providers before participating in the event if they have any concerns as to whether they can safely participate in it. Due to the strenuous physical activities, use of obstacles, and involvement of other event participants, parents and child(ren) must understand that the event carries with it inherent risks of physical injury. Such inherent risks include, but are not limited to, encounters with obstacles, equipment-related hazards (e.g., unexpected equipment failure, imperfect course conditions, or defective or inadequate equipment), weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, or fog), inadequate or negligent first aid and/or emergency measures, or problems created by other event participants.

In order to keep the course safe for all participants and attendees, and as required by the event site owners, no strollers or other wheeled vehicles will be permitted through the course without previous authorization from the event directors (i.e., Managing Director, Operations Director, or Event Director), and no dogs are allowed at the event site. Your registration is **NON-REFUNDABLE FOR ANY REASON**, regardless of circumstance, including but not limited to injury, a scheduling conflict, or event cancellation. However, active duty or deployed military participants may be entitled to a refund on a case-by-case basis upon providing sufficient, official documentation regarding the deployment that conflicts with participating in the event.

Parents, please understand that by registering your child(ren), you are entering your child(ren) into a binding legal agreement involving legal terms and conditions, including a waiver of liability and an indemnification.

#### **WAIVER OF LIABILITY**

In consideration of being allowed to participate in the event at the selected event site and with the vendors and sponsors, and recognizing the inherent risks of physical injury involved in participating in the event, you, and your spouse/legal domestic partner, heirs, next of kin, personal representatives, executors, administrators, successors, or assigns, and you, on behalf of your child(ren) and their heirs, next of kin, personal representatives, executors, administrators, successors, or assigns, (collectively, the “Event Participant”) hereby **FULLY RELEASE AND FOREVER DISCHARGE** the event (i.e., the Kids Obstacle Challenge), Bolt Marketing Group, LLC (“Bolt”), the event site owner, the event site operator, the event’s and Bolt’s sponsors and vendors, and the event’s, Bolt’s, event site owner’s, event site operator’s, and the event’s and Bolt’s sponsors’ and vendors’ respective principals, members, officers, directors, shareholders, employees, contractors, suppliers (including equipment suppliers), volunteers, agents, affiliates, successors, and assigns (collectively, the “Released Parties”) from any and all past, present, and future claims, demands, legal actions, and causes of action for negligence arising out of or relating to the event (i.e., Kids Obstacle Challenge), whether known or unknown, anticipated or unanticipated, now existing or hereafter arising, including any such claims, demands, or causes of action for personal injury, emotional injury, property damage, or death.

Event Participant understands and agrees that the event is not an essential public service and that this Agreement is not a “take-it-or-leave-it” agreement. That is, Event Participant does not need to participate in the event and is free to try to find an event that does not require a waiver of liability. If Event Participant does not want to enter into this Waiver of Liability, then before agreeing to this Agreement or participating in the event, Event Participant shall notify an event director at [info@kidsobstaclechallenge.com](mailto:info@kidsobstaclechallenge.com) no later than 12 hours after registering for the event in which the Event Participant will be participating or 12 hours before said event, whichever is earlier, that Event Participant does not want to enter into this Waiver of Liability and is willing to make a good faith effort to negotiate the Waiver of Liability. For those Event Participants registering the day of the event, before signing this Agreement or participating in the event, Event Participant shall notify an event director at the event in which the Event Participant will be participating that Event Participant does not want to enter this Waiver of Liability and is willing to make a good faith effort to negotiate the Waiver of Liability. This is a condition precedent to any attempt by an Event Participant, whether pre-registering or registering day of, to try to participate in an event without entering this Agreement or try to avoid the Waiver of Liability if Event Participant checks the box agreeing to or signs this Agreement.

#### **INDEMNIFICATION**

Event Participant agrees to **DEFEND, INDEMNIFY, and HOLD HARMLESS** the Released Parties from and against (1) any and all claims by Event Participant arising out of or relating to Event Participant’s involvement or participation in the event and (2) any and all claims, demands, legal actions, or causes of action by other event participants, the event site owner, the event site operator, rescuers, or others arising out of or relating to Event Participant’s actions or inactions at, during, or after the event.



**OTHER TERMS AND CONDITIONS**

“OR.” Event Participant understands and agrees that the word “or,” as used throughout this Agreement, is used in both the conjunctive and disjunctive senses of that word.

**RIGHT TO USE LIKENESS.** Event Participant hereby grants the event and Bolt, as well as the event’s and Bolt’s sponsors and vendors, and all of their successors, assigns, and designees the right to use Event Participant’s name, voice, signature, photograph, video, and likeness for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. The Event Participant understands and agrees that the event and Bolt, as well as the event’s and Bolt’s sponsors and vendors, and all of their successors, assigns, and designees have the full right to sell and profit from the commercial use of Event Participant’s name, voice, signature, photograph, video, and likeness.

**VENUE AND CHOICE OF LAW.** Event Participant agrees that in the event a dispute arises between the Event Participant and any of the Released Parties in connection with this Agreement, the dispute shall be submitted to binding arbitration before an arbitrator with the Arbitration Service of Portland, Inc. (“ASP”) in Portland, Oregon. If ASP is no longer in existence when a dispute arises, then they shall litigate the dispute in Multnomah County Circuit Court in Portland, Oregon. Whether in arbitration or circuit court, the law of the state where the event in which the Event Participant participated shall apply.

**ENTIRE AGREEMENT.** Event Participant understands and agrees that this Agreement (1) constitutes the entire agreement between the Event Participant and Released Parties and all terms in this Agreement are contractually binding and not mere recitals; (2) supersedes any prior oral or written agreements or communications on the subject matter addressed herein; (3) cannot be modified or changed in any way by any oral or written representations or statements of any employee or agent; and (4) can only be modified or changed through a subsequent written agreement signed by both Event Participant and the Managing Director of Bolt.

**SEVERABILITY.** Event Participant understands and agrees that nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained in this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

**I UNDERSTAND THAT BY CHECKING THE BOX THROUGH THE EVENTBRITE REGISTRATION AGREEING TO THIS AGREEMENT OR SIGNING THIS AGREEMENT, I AM AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF MYSELF AND MY CHILD(REN):**

**SIGNATURES REQUIRED ONLY FOR THOSE REGISTERING THE DAY OF THE EVENT AND NOT REGISTERING THROUGH EVENTBRITE.**

\_\_\_\_\_ Date\_\_\_\_\_

Parent/Legal Guardian Name (PRINT)\_\_\_\_\_

**Signature of Any Other Parent/Legal Guardian Who Will Be Participating in Event (e.g., if a parent or legal guardian other the one who signed above will be participating in the event with their child(ren), then that parent or legal guardian needs to sign below)**

\_\_\_\_\_ Date\_\_\_\_\_

\_\_\_\_\_ Date\_\_\_\_\_

\_\_\_\_\_ Date\_\_\_\_\_

Child 1 Full Name (PRINT)\_\_\_\_\_

Child 2 Full Name (PRINT)\_\_\_\_\_

Child 3 Full Name (PRINT)\_\_\_\_\_

Child 4 Full Name (PRINT)\_\_\_\_\_