

## **DINGLE WAY CHALLENGE 4<sup>th</sup> June 2017**

Acknowledgement of Risk, release of Liability and Indemnification Agreement

I am over 18 years of age.

I accept that the Dingle Way Challenge is not a race.

In consideration of the acceptance of my application for entry in the Dingle Way Challenge, I hereby freely agree to make the following contractual representations and agreements. I acknowledge that the challenge is inherently dangerous. I fully realize the dangers of participating in hiking in the mountains, and fully assume the risk associated with such participation, including but not limited to the following dangers: dehydration, sunburn, sunstroke, hyperthermia, hypothermia, hyponatremia, collision with pedestrians, vehicles, and other participants and fixed or moving objects, sliding down hills, dangers arising from other surface hazards, equipment failure, inadequate safety equipment, weather conditions, animals, the possibility of serious physical and/or mental trauma and injury, including death. I understand that there are more hazards than are enumerated here, and that there are unknown and unforeseeable hazards. I engage in the activity of this challenge with knowledge of the inherent risks of injury.

I hereby waive, release and discharge myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereafter collectively 'successors') any and all rights and claims which the host organization, the promoter, the challenge director and any sponsors and their boards of directors, property owners, law enforcement agencies, all public entities, special districts, and properties (and their respective agents, officials, and employees) through or by which the event will be held for any and all damages which may be sustained by my participation in and of association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the course, the rules of the event, and the special regulations of the event. I understand and agree that situations may arise during the event which may be beyond immediate control of the challenge officials or organizers, and I must walk in the mountains so as to endanger neither myself nor others. I accept responsibility for the conditions and adequacy of my equipment and training. I have no known physical or mental condition which, to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

I understand the risks involved in this challenge and I have carefully read, understand and voluntarily accept the terms of this waiver and release agreement. I agree, for myself and successors, that the above representations are contractually binding, and are not mere recitals, and that should I or any of my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjusted liable on such claims for willful or wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of or as a consent to any other provision herein or as a consent to any subsequent waiver of modification.

In addition, I agree to abide by the rules and conditions laid down for the event and to follow instructions issued by challenge officials. I understand that circumstances beyond the control of the challenge organizers may cause the event to be modified, postponed or relocated. I accept that the organizers reserve the right to refuse entry from persons considered to have insufficient experience or disqualify those who fail to follow the rules and conditions: ignorance is no excuse. I agree that my name, voice or picture may be used by Dingle Way Challenge and sponsors for promotional purposes. I affirm that the details written about me on this entry form are true.