



The 2009 TOAD/Tadpole Multi-sport Adventure Race
 Saturday, October 10th, 2009 – East Fork State Park – Bethel, Ohio

ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, injury and property loss. The risks include, but are not limited to, death, injury and property loss caused by hazardous terrain or natural terrain features, facilities and structures visited in connection with the event, temperature, weather, my physical fitness and skills and that of my teammates (if any), equipment, vehicular traffic, dehydration or electrolyte imbalance, and/or actions of other people including, but not limited to, participants, volunteers, spectators, event officials, event monitors, and producers of the event. These risks are posed to both participants and volunteers. I hereby assume all of the risks of participating and/or volunteering in this event, whether such risk was expressly enumerated herein or not. I realize that I am releasing from any and all liability that might otherwise arise as a result of my participation in or other association with this event the Releasees identified below, even if the death, injury, property loss, or other damage for which liability might otherwise arise is a result of negligence or gross negligence on the part of said persons or entities, or a result of dangerous or defective equipment or property owned, maintained or controlled by them.

I certify that I am physically capable of participating in this event and have not been advised otherwise by a qualified medical person.

In consideration of my application and permitting me to participate in this event, I, on behalf of myself and my estate, administrators, heirs, next of kin, successors, and assigns, hereby (A) waive my right to sue or otherwise assert or recover damages of any kind, including but not limited to those arising out of death, disability, personal injury, and property damage or theft, which may accrue as a result of my participation in this event; and (B) release and discharge from any and all liability for such damages and (C) agree to indemnify, defend and hold harmless from any and all liability for such damages, the following persons and entities:

Topo Adventure Sports, US Army Corp of Engineers, State of Ohio – Ohio Department of Natural Resources

including their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, and event volunteers ("Releasees").

I hereby request and consent to receive medical treatment in the event of injury, accident, and/or illness during this event and understand that the foregoing waiver and release of liability extends to any and all damages or consequential damages incurred as a result of said treatment.

I understand that I may be photographed, filmed or otherwise recorded in connection with this event. I agree to allow my image and voice to be used for marketing, promotional, educational or similar purpose by the Releasees and their assigns.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document and I understand its content.

Print Participant's Name	Age	Signature (If under 18 years old, Parent or Guardian must also sign.)	/ / Today's Date
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PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years old)

Each of the undersigned parent(s) or legal guardian(s) for the minor participant agrees to release, indemnify and hold harmless the Releasees from any and all damages, including but not limited to those arising out of death, disability, personal injury, and property damage or theft, which may accrue as a result of the minor's participation in this event or the parent(s) or legal guardian(s) participation in this event as a supervisor, coach, spectator, volunteer, support person, or otherwise.

The undersigned parent(s) or legal guardian(s) does hereby represent that he/she is, in fact, acting in such capacity and agrees to release, indemnify and hold harmless the Releasees from any and all damages or costs that may accrue as a result of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parent(s) or legal guardian(s).

_____	_____	_____	____/____/____
Print Parent or Guardian's Name	Age	Signature of Parent or Guardian	Today's Date