

# ENDLESS MOUNTAIN RECREATION, Inc. = EMR

## OBSTACLE & MUD COURSE WAIVER / RELEASE OF LIABILITY

BY SIGNING BELOW, I acknowledge that I have read this WAIVER/RELEASE of LIABILITY carefully and understand that I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS by Accepting the Below Stated Terms and Conditions, INCLUDING the RIGHT TO SUE the RELEASEES, in consideration of **EMR** furnishing services, land, employees, and/or equipment to enable me to participate in an Obstacle Course and any other Activity at EMR and allowing me the use of part or all of the entire 122 acre **EMR** Facility including but not limited to the Camping Area, Bunkhouses, Recreation Center, Recreation Area, Picnic Pavilion, Parking Areas, Ponds, Fire Pits, Bon Fire Area, Roads, Event Obstacle Course, Structures, RC Track, etc. I agree as follows:

I fully understand and acknowledge that; I will be participating in a Hazardous Activity that will test both my Mental and Physical Limits with Inherently High Risks of resulting in serious physical injury or illness including but not limited to bodily injury, disease strains, fractures, broken bones, partial and/or total paralysis, eye injury, blindness, heat and cold related injuries, heart attack, animal bites, insect bites & stings, poisonous plants, death or other ailments that could cause serious disability or property damage. I understand that I will be participating in Obstacles that may include, but are not limited to; Fire, Mud Pits, Steep Inclines, Tunnels, Various Sized/Angled Walls, Swampy Areas, Rope Climbs, Water, Balance Beams/Logs, Hurdles, Tires, Carrying Items, Spools, and these obstacles will involve me, but not limited to, Climbing, Crawling, Jumping, Running, Hiking, and Walking.

I fully understand and acknowledge that my participation in such activities and/or use of such equipment may result in the above named risks and dangers and may be caused by the negligence of the owners, employees, officers or agents of **EMR**, the negligence of the participants, the negligence of others, accidents, breeches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes and by my participation in these activities and/or use of equipment, I FREELY ASSUME AND KNOWINGLY ASSUME ALL SUCH RISKS AND DANGERS, BOTH KNOWN AND UNKNOWN, AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, EVEN IF CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OR OTHER CONDUCT OF THE OWNERS, AGENTS, OFFICERS, OR EMPLOYEE OF EMR, OR BY ANY OTHER PERSON.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **EMR** and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise from my activity at the **EMR** facility whether caused or contributed to, in whole or in part, by the negligence of **EMR**, its agents, employees, officers or representatives. I specifically understand that I am releasing, discharging and waiving any claim or cause of action that I may have presently or in the future against **EMR**, its agents, employees, officers or representatives arising from my activity at the **EMR** facilities.

I verify that I (or my Minor Ward or Child) is physically fit, healthy, and sufficiently trained to safely participate in all activities associated with this event and that my participation is entirely voluntary.

I consent to the administration of First Aid, Medical Care, and/or transportation in order to obtain medical treatment in the event of injury or illness and hereby release and indemnify all of the above parties from any and all liability or claims resulting and/or arising from any such treatment.

I hereby grant full permission to any and all of the above parties to use any photographs, video, website images, recordings, or any other type of this event in perpetuity and I understand that I shall not be entitled to any compensation of any kind.

*I HAVE READ THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE EMR FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. FORM MUST BE COMPLETELY FILLED OUT TO PARTICIPATE!*

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Print Full Name**                      **Age**                      **Date of Birth**                      **Phone**                      **Date**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
**SIGNATURE**                      **Street Address**                      **City**                      **State**                      **Zip Code**

### E-MAIL ADDRESS                      For Future Information on EMR and Events

The undersigned parent or guardian has read the above Waiver, agrees to its terms in its entirety for the above named minor and hereby give permission for the above named minor to participate in Paintball, Airsoft Games, Foam Fighting, LARP, Nerf, Archery Tag, RC Racing & Tryout, Music Events, and any other activities at ENDLESS MOUNTAIN RECREATION, INC.=EMR and hereby gives EMR permission to authorize medical treatment as may be deemed necessary for the child named above while participating or being involved in any of these Activities at EMR. If contact information is different for Parent/Guardian, please add information on back of form.

\_\_\_\_\_  
**Signature of PARENT/GUARDIAN**                      **Medical Insurance Policy Number**                      **Insurance Company**  
(MUST be FILLED OUT and SIGNED by PARENT or GUARDIAN if PLAYER is UNDER 18 YEARS OLD)