

# KANDO ADVENTURES LLC WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

## EVENT: Palmetto Swamp Fox Adventure Race

Date: **March 27, 2021**

IN CONSIDERATION OF **KANDO ADVENTURES, LLC**, allowing me to participate in the above described event through the issuance of a single event license, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, thereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "**Agreement**"):

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that this is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. I understand and acknowledge the physical and mental rigors associated with this adventure racing Event, and realize that many elements of this event are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risk and dangers which include without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, and road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risk and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to rules and regulations related to the Competition, Safety, and the KanDo Adventures, LLC Adventure Racer Code of Ethics. I also accept sole responsibility for my own conduct and actions while participating in the Event, as well as responsibility for my safety, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: KanDo Adventures, LLC, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
5. I hereby pre-authorize the Event Organizers/Producers/Promoters, and their representatives to arrange for emergency medical treatment and/or transport via ambulance or air on my behalf if medical attention is warranted during my participation in the Event. I understand and agree that I will be responsible for the costs associated with any such emergency medical care and/or transport arranged on my behalf, and hereby release the Event Organizers from any Liability relating to the cost and provision of any rescue operations, first aid treatment, medical care, hospital expenses or the medical decisions made at the Event site or elsewhere on my behalf.
6. On my behalf, as well as our family, our heirs and successors, representatives, creditors, and agents, I hereby fully and completely release, indemnify, covenant not to sue, discharge, and hold harmless KanDo Adventures LLC, the Town of McClellanville, its employees, agents, volunteers, and representatives, of and from all claims of any nature, including all liabilities, claims, actions, damages, costs, and expenses of any kind ("claims") arising out of or relating to this event I intend to participate in related to exposure of COVID-19.
7. Finally, I understand and agree that this release and waiver includes any claims based on actions, omissions, or alleged negligence, gross or otherwise, of KanDo Adventures LLC, Town of McClellanville, its employees, agents, representatives, volunteers, invitees, guests, participants, whether a COVID-19 infection occurs before, during, or after participation in the event I intend to participate in related to the exposure of COVID-19.

**I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it** (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

ADDRESS \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(If participant is younger than 18, their legal guardian must sign here in the presence of the race staff)