



SUPERHERO SCRAMBLE RACE SERIES

SPECTATOR & VOLUNTEER WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE, & IMAGE RELEASE

As a spectator or volunteer at the herein described Superhero Scramble LLC organized and presented competition(s), obstacle race(s), race(s) or related events and/or activities (the "Event"), the undersigned, acknowledges, accepts, and agrees that:

1. There is a risk of injury and/or death from participating in the Event as a spectator or volunteer, and I understand that there is a potential related risk to me due to my presence at or near the Event. **I KNOWINGLY, FREELY AND VOLUNTARILY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** (as hereinafter defined) or others, and accept and assume full risk, responsibility and liability for my participation as a spectator or volunteer at the Event. If I observe any unusual and/or significant hazard during my presence at the Event, I will remove myself from the area that I perceive as a hazard and shall bring such hazard to the attention of the nearest Event official;

2. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever **WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE, Couch Potato Events, Inc., Superhero Scramble LLC**, and their respective officers, directors, representatives, officials, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (collectively, the "Releasees"), **WITH RESPECT TO ANY AND ALL INJURY, SUITS COSTS, LIABILITY, DISABILITY, DEATH**, and/or loss or damage to person or property, **ARISING IN CONNECTION WITH MY PARTICIPATION IN THE EVENT AS A VOLUNTEER OR SPECTATOR, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the Releasees or connected with the Events, including but not limited to, reasonable attorneys fees;

3. My attendance as a spectator or volunteer at the Events organized or sponsored by Releasees is entirely voluntary. I further certify and represent that on the date of the Event I will possess and be covered by medical/health insurance, individually or as part of an organization.

4. I consent to administration of first aid and other medical treatment in the event of injury or illness at or in connection with the Event and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment;

5. The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants;

6. I hereby grant permission to the Releasees to photograph, film, videotape and otherwise record the below named volunteer or spectator at and or connection with the Event and subsequently to disseminate, telecast, reproduce and otherwise utilize the same for no charge or remuneration in whatever manner Releasees shall deem appropriate. Such permission shall include the unlimited right to make use of my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now know or hereinafter devised in perpetuity without compensation to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

7. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND MODEL RELEASE AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Event and Event Location: _____ Event Date: _____

Signature: _____

First Name (*print*): _____ Last Name (*print*): _____ E-Mail: _____

Signature Date: _____ Emergency Contact (*required*) Name: _____ Phone: _____

MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required)

The undersigned, _____, referred to as the parent(s) and natural guardian(s) or legal guardian(s) of _____, does hereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as Releasees from all loss, liability, damage, cost or claim whatsoever that may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned.

Parent/Guardian (*print*): _____ Signature: _____

Relationship to Minor: _____ Date: _____