



# THE RHINO CHALLENGE WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK & CONSENT TO MEDICAL TREATMENT

PLEASE READ THIS DOCUMENT ("WAIVER") CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS, AND PROVIDE YOUR INITIALS ON EACH LINE AFTER READING. BY SIGNING BELOW, YOU (ON BEHALF OF YOURSELF OR YOUR MINOR CHILD/WARD AND ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN) ACKNOWLEDGE, AGREE AND REPRESENT THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE WAIVER AND AGREED TO ITS TERMS.

The Waiver must be carefully read and signed in consideration of being permitted to enter (for any purpose) The Rhino Challenge ("Event") and associated property ("Premises"). As used herein, the term "Releasees" is defined to include the following: (i) Rhino Challenge Events LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns (collectively, "RCE"); (ii) the Premises owner; (iii) any Event volunteers; and (iv) any Event sponsors.

- \_\_\_\_ 1. I understand that the Event is an inherently dangerous activity that presents extreme obstacles, including, but not limited to, fire, mud pits, barbed wire, cargo nets, heights, climbing, jumping into water, water crossings, swimming, steep hills and/or uneven terrain.
- \_\_\_\_ 2. I expressly acknowledge and agree that the activities of the Event involve the risk of serious injury and/or death and/or property damage.
- \_\_\_\_ 3. I am fully aware of the risks and hazards inherent in participating in the Event and I voluntarily, knowingly and freely assume all risks associated with participating in the Event and entering the Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including Event attendees, staff or volunteers), falls, injuries, illnesses, infections, contact with others (including Event attendees, staff or volunteers), navigating any and all obstacles, Premises defects and the effects of weather, including, but not limited to, heat and/or humidity.
- \_\_\_\_ 4. I represent and warrant to Releasees that I am in good physical condition, am able to safely participate in the Event and have no medical condition that would make my participation in the Event more hazardous.
- \_\_\_\_ 5. I understand, agree and accept that some of the obstacles may go through water that has not been treated for chemicals, disease or contamination.
- \_\_\_\_ 6. I understand that the Event course may contain wild animals, insects and plants.
- \_\_\_\_ 7. I agree not to dive or enter any mud pit or body of water head first, as doing so may cause serious physical injury and/or death.
- \_\_\_\_ 8. If I am pregnant, disabled in any way or have recently suffered an illness or injury, I should have or did consult a physician before participating in the Event.
- \_\_\_\_ 9. I understand that it is my responsibility to obtain any insurance needed to cover personal injury or death and any liability I might incur to other Event participants.
- \_\_\_\_ 10. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as RCE, volunteers or medical professionals may deem appropriate and understand that the Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
- \_\_\_\_ 11. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by RCE through its employees, representatives or agents and to abide by any decision of any Event official relative to my ability to safely participate in or attend the Event.
- \_\_\_\_ 12. I understand and agree that I am expected to exhibit appropriate behavior at all times while at the Event or on the Premises and to obey all local, state and federal civil and criminal laws. This includes, generally, respect for other people, equipment, facilities or property. RCE may dismiss me, without refund, should my behavior endanger the safety of or negatively affect the Event, Premises or any person, facility or property. I also agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.
- \_\_\_\_ 13. I agree not to consume alcohol prior to the Event or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the Event.
- \_\_\_\_ 14. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen at the Event or on the Premises.
- \_\_\_\_ 15. I understand and agree that pets, wheeled baby conveyances or other wheeled means of conveyance are not permitted on the Event course.
- \_\_\_\_ 16. I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion.
- \_\_\_\_ 17. I assign to RCE all rights, title, and interest in any photographs, motion pictures, recordings or other records of the Event ("Records") I may take or capture to RCE. RCE grants to me a limited, non-exclusive right and license to use the Records for non-commercial purposes only.
- \_\_\_\_ 18. I understand and agree that the sale of unauthorized merchandise is not permitted and I may be dismissed from the Event for selling such merchandise.
- \_\_\_\_ 19. I understand and agree that I may not bring weapons, fireworks or illegal substances to the Event or the Premises.
- \_\_\_\_ 20. I understand and agree that all ticket purchases are final and non-refundable.
- \_\_\_\_ 21. I understand and agree that RCE reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that will affect the safety and security of Event participants and attendees. In the event of such cancellation, there will be no refund of my ticket purchase.
- \_\_\_\_ 22. I recognize and acknowledge that there are hazards and risks of physical injury or illness to Event participants and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the Event, whether or not caused by the active or passive negligence of the Releasees.
- \_\_\_\_ 23. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am at the Event or on the Premises, whether or not caused by the active or passive negligence of the Releasees.
- \_\_\_\_ 24. I release, waive, discharge and covenant not to sue the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the Event or while on the Premises, whether or not caused by the active or passive negligence of the Releasees.
- \_\_\_\_ 25. I understand and acknowledge that the laws of the State of Michigan shall apply to all matters relating to this Waiver regardless of the Event location, that the exclusive jurisdiction for any dispute with the Releasees resides in state or federal court in Kent County, Michigan and I expressly consent to the exercise of personal jurisdiction in the State of Michigan in connection with any dispute with the Releasees arising from my Event participation or attendance.
- \_\_\_\_ 26. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the State of Michigan, and that if any portion is held invalid, the balance shall continue in full legal force and effect.

**I UNDERSTAND THAT THE EVENT IS AN EXTREME TEST OF MY PHYSICAL AND MENTAL LIMITS. I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO SUE THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A WAIVER AND COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE TO THE NEGLIGENCE OF RELEASEES OR THE INHERENT RISKS OF PARTICIPATING IN THE EVENT.**

SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

(CHECK ONE) \_\_\_\_ I am at least 18 years old OR \_\_\_\_ I am at least 6 years old and my Parent or Guardian has reviewed this Waiver and signed below.

**ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF EIGHTEEN (18)**

I, the parent or guardian of the above-named participant ("Minor") give my approval for Minor's participation in the Event, represent that the Minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and have the legal authority to enter into this Agreement on behalf of the Minor.

SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_