

**Participants Voluntary Release of Liability and Assumption of Risk Agreement**

**Read Before Signing, This is a legal binding contract.**

North American Canoe Tours, Inc. & Farmington River Tubing

Participants Name (Print) \_\_\_\_\_ Emergency phone # \_\_\_\_\_

Age \_\_\_\_\_ (If under 18 you must have the bottom section signed by your parent/guardian)

**In exchange for being allowed to use the equipment rented from Farmington River Tubing and to participate in any way in the activity of river tubing and its related events, I the undersigned, for myself and my successors or assigns, acknowledge, appreciate, and agree that:**

1. I can swim and I am physically and mentally capable of participating in this activity.
2. Farmington River Tubing is a rental company which rents inner tubes, PFD's, and Transportation. It does not own, control, alter or maintain the river or the surrounding areas including the Satan's Kingdom State Recreation area, the Nepaug State Forest, the Private property along the river, nor the D.O.T. & D.E.P. property located at the take out.
3. The use of the equipment rented from Farmington River tubing, the transportation provided, and the activity of river tubing and its related events is inherently hazardous. By way of example, and not limitation, these hazards include: wet or uneven surfaces, slips, trips, falls, collisions with or entrapment in rocks or trees both above and below the water, equipment failure, vehicle accidents, encounters with wildlife, and weather conditions.
4. The risk of injury from these hazards, both known and unknown, as well as from the use of the equipment, the transportation provided, and the use of the river and its surrounding areas is significant. Including but not limited to; cuts, lacerations, bruises, sprains, strains, dislocations, broken bones, head injuries, drowning, permanent paralysis, or death.
5. I have familiarized myself with the conditions of the river, including its sides and the surrounding areas, and the weather conditions/forecast for the duration of my use of the equipment and my involvement in the activity.
6. I knowingly and freely assume all risks, both known and unknown, related to the use of the equipment, the transportation, or the activity of river tubing and its related events; even if arising from the negligence of the Releasees or others, and assume full responsibility for myself while using the equipment, the transportation, or while participating in the activity of river tubing and its related events.
7. I willingly agree to comply with all written and verbal terms, conditions, warnings, restrictions, and directions given by Farmington River Tubing or others for the use of the equipment, the transportation, and the activity of river tubing and its related events.
8. If I incur any injuries while using the equipment or participating I will immediately notify a Farmington River Tubing representative, fill in and sign an accident form, and seek any necessary medical attention at my own expense.
9. I, for myself and on behalf of successors, my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, hold harmless, and promise not to sue Farmington River Tubing, North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events, from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.
10. I agree that should I or my successors or assigns assert a claim as a result of my use of the equipment, transportation, or participation in the activity of river tubing and its related events, the claiming party shall be liable for the expenses, including legal fees, incurred by the releasees. The claim shall be submitted to arbitration before the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral shall be utilized.
11. Every term and provision of this contract is intended to be severable in whole or in part. If any of them are found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on me, my successors and assigns.

**I have read this document, fully understand its meaning and intent of same, understand that I am giving up substantial rights by signing it, and sign it voluntarily for the privilege of using the rented equipment, the transportation, and participating in the activity of river tubing and its related events.**

Participants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Consent and release of Parent or Guardian for minors under 18 yrs old.**

I am the parent or guardian of the minor listed above. I certify that they properly fit into the equipment, that they are able to properly use it, and that they are capable of participating in the activity of river tubing and its related events. I certify that I, as parent/guardian with legal responsibility for this participant, do consent to their use of the equipment and participation in the activity of river tubing and its related events. I agree that the terms of the contract above shall likewise bind me, my child, my heirs, legal representatives, and assigns. I hereby release and shall defend, indemnify and hold harmless Farmington River Tubing and North American Canoe Tours Inc., its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events from every claim and any liability arising out of my minor's use of the equipment, transportation, or participation in the activity of river tubing and its related events. I further promise not to sue the entities referenced above on my behalf or on behalf of my minor listed above. **I have read this document fully. I fully understand its meaning and intent of same. I understand that I am giving up substantial rights for myself and for my minor listed, and voluntarily sign it for the privilege of allowing my minor to use the rented equipment, the transportation, and to participate in the activity of river tubing and its related events.**

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EMPOWER Leadership Sports & Adventure Center**  
**PARTICIPANT AGREEMENT, ACKNOWLEDGEMENT OF RISK, WAIVER, INDEMNITY, HOLD HARMLESS AND RELEASE FROM LIABILITY**

**DESCRIPTIONS OF ACTIVITIES**

EMJAY Enterprises, LLC d/b/a EMPOWER Leadership Sports & Adventure Center (hereinafter "EMPOWER") provides various environmental, educational, team-building and outdoor-based adventure activities including:

Ground Based Team Building: Facilitated team building challenges, moderate in physical intensity, taking place on the ground requiring team work and communication to improve the participant's chances of expedient movement through the challenges.

Scavenger Hunt: An orienteering course taking place on defined trails in the woods, where participants are required to utilize a compass and map, search for clues, and ultimately complete the course by working together, communicating, and thinking outside the box.

Leadership Obstacle Course: A team building course filled with adventure challenges, some physical in nature, that must be negotiated speedily by participants. These adventure challenges are team problem solving activities where teamwork and efficient communication improve the participant's chances of expedient movement through the course.

Such outdoor-based adventure activities (hereinafter, "activities") will be led by staff trained to guide participants toward their desired outcomes. All equipment will be fitted and checked by staff, progress throughout the tour will be closely monitored by guides and all equipment transfers will be performed by guides or by participants under close supervision of a guide. Participants must be reasonably fit and able to climb to the upper forest canopy and may be required to pull themselves along a stretch of cable if they should lose momentum before reaching any given landing platform.

**PARTICIPATION REQUIREMENT**

I confirm that I participate in the activities willingly and voluntarily. I confirm that I am physically and mentally capable of participating in the activities and in using the equipment and I agree to fully comply with all stated and posted rules, guidelines and policies set forth by EMPOWER.

Initial

**ACKNOWLEDGMENT OF RISK**

I acknowledge that my participation at this facility and in the activities in which I am about to partake is voluntary and that such participation entails significant elements of risk, including unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that this can result in accidents and/or illness, including, but not limited to: Cuts, scrapes, wounds, abrasions, rope burn and or contusions; sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage, dehydration, oxygen shortage, sickness; head and/or spinal injuries; insect bites; allergic reactions; shock, paralysis and/or death.

I understand that such risks cannot be eliminated without jeopardizing the essential qualities of these activities. I also understand that I can cease exposure to such risks by choosing not to partake in the activities or by otherwise withdrawing from such activities at any time.

I acknowledge that the guides, instructors and facilitators have difficult jobs to perform and that although they seek safety, they are not infallible. I am aware that they may give inadequate warning or instruction and that the inherent and other risks of the activities that I am about to perform may be increased by my own fitness or ability levels, by weather or other environmental conditions, by equipment malfunction, structural failure and other unforeseen factors that may affect my overall safety.

I acknowledge that the property on which these activities take place include their own inherent and other risks including, but not limited to, rocky and wooded terrain with potentially harmful plants and animals, including snakes and other creatures which may bite or sting.

Initial

**WAIVER, DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY**

In consideration for the privilege of participating in the activities provided by EMJAY, I state as follows:

I understand the inherent and other risks in the activities provided by EMPOWER which I will engage. I fully assume all risks, even if due to the NEGLIGENCE of EMPOWER and/or its affiliates, principals, directors, officers, agents, members, managers, employee and volunteers or any land owner upon whose property the activity is conducted. I also assume the risk for accidents or injury caused by my own negligence, or the negligence of any of my fellow participants with whom I am taking part in such activities; whether such negligence is comparative or contributory.

On behalf of myself, my heirs, assigns, successors, executors, administrators and legal representatives, I hereby voluntarily agree, to release, indemnify, defend and hold harmless EMJAY, its affiliates, principals, directors, officers, agents, members, managers, employees and volunteers, and each and every land owner, municipal and/or government agency upon whose property and activity is conducted (hereinafter, "Released Parties") from and agree not to sue them for, any and all claims, demands, or causes of action, which are in any way connected with my enrollment or participation in the activities in which I partake or spectate or my use of any of the equipment or facilities or premises, including claims of NEGLIGENCE on the part of the Released Parties.

On behalf of myself, my heirs, assigns, successors, executors, administrators and legal representatives, I hereby voluntarily agree to release and agree that I will not sue the Released Parties for money damages for personal injury, possible death or property damage sustained by me while using the facilities and equipment even if due to the NEGLIGENCE of the Released Parties.

I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my participation including cost of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reasons of any injury or loss of life that I may sustain through my participation in such activities and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorney's fees, which may be due for claims made against the Released Parties.

Initial

**HEALTH/MEDICAL TREATMENT AUTHORIZATION**

I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. I hereby authorize any medical treatment deemed necessary in the event of any injury or illness to myself for which I am responsible while partaking in any activity.

\_\_\_\_\_ Initial

**GENERAL PROVISIONS**

I agree that this agreement constitutes the entire agreement of the parties and superseded any contracts, agreement or understanding (oral or written) of the parties with respect to the subject matter hereof.

I agree that this agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict of law or rules of the state. I further agree that any legal action arising from my participation in the activities shall be filed in Middlesex County, Connecticut.

I agree that in the event that any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

\_\_\_\_\_ Initial

**USE OF IMAGE**

I hereby consent to the use of my image by EMPOWER for any and all purposes, including, without limitation or compensation: Video, still photographs, publication and any trade or advertising purposes, providing such uses are not made as to constitute a direct endorsement of any product or service.

\_\_\_\_\_ Initial

**PARTICIPANT INFORMATION**

**(MUST BE COMPLETED FOR ALL PARTICIPANT(S))**

Name of Participant: (Print Clearly) \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Weight: \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact Name & Relationship: \_\_\_\_\_ Phone Number: \_\_\_\_\_

By signing this document, I acknowledge that I may be found by a court of law to have waived my right to a lawsuit against the Released Parties on the basis of any claim herein from which I have released them. By providing my email address, I opt in and I understand that my email information will be entered into the Empower Adventures marketing database.

I HAVE HAD THE SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE CAREFULLY READ AND UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS.

Participant Signature (if 18 or older): \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)**

I, \_\_\_\_\_ (parent/guardian name), the parent/guardian of \_\_\_\_\_ (Minor's name) whose date of birth is \_\_\_/\_\_\_/\_\_\_ give permission for my child to participate in the activities and utilize the equipment and facilities provided by EMPOWER. I have reviewed the terms of the above Agreement and, as parent/guardian, accept its terms. I have discussed the terms of the above Agreement with my child and am assured by my child that he/she understands the Agreement and has also freely accepted its terms. I agree to fully release, indemnify and hold harmless the Released Parties from any claims which I may have and, to the fullest extent allowed by law, to release the Released Parties on behalf of my child for any claim(s) that my child may have. I further agree to indemnify and hold harmless the Released Parties from any and all claims which are brought by, or on behalf of the above stated minor and which are in any way connected with such use or participation by the above stated minor.

I HAVE HAD THE SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT AND AGREE THAT MYSELF AND MY MINOR CHILD ARE TO BE BOUND BY ITS TERMS.

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Grit & Wit  
October 4, 2019 at  
Avon Old Farms*

## **RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, DEFENSE INDEMNITY AND HOLD HARMLESS AGREEMENT**

**PARTICIPANTS:** Read This Document Carefully Before Signing. This Document Has Legal Consequences And Will Affect Your Legal Rights And Will Eliminate Your Ability To Bring Future Legal Actions.

### **Parties**

**Released Parties** include Grit & Wit Entertainment, Inc. and its members, directors, officers, employees, agents, contractors, insurers, course personnel, spectators, co-participants, equipment and service suppliers, merchandisers, concessionaires, food and beverage purveyors, and volunteers (collectively "Grit & Wit"). Avon Old Farms and its directors, officers, employees, agents, contractors, insurers, equipment and service suppliers, and volunteers, all Grit & Wit Event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, employees, insurers, agents, equipment and service suppliers, and representatives of any of the foregoing.

**Releasing Parties** include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

**Related Activities** include: the provision of food and/or beverages before, during, and after the Grit & Wit Event by Grit & Wit and/or other vendors, the sale of clothing, mementos, and other merchandise by Grit & Wit and/or other vendors.

### **Assumption of Inherent Risks:**

The Grit & Wit Event (hereafter referred to as the G&W Event) is meant to be an extreme test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one place in one day. It is not a race against other contestants, but rather a competition with oneself and the course. The object is to complete the course. The course is a significant part of the challenge and involves a challenging environment that might include physical conditions of extreme heat or cold, snow, fire, mud, extreme changes in elevation, and water, testing a participant's strength, stamina, agility, balance and ingenuity, among other skills. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, swimming in cold water, throwing or carrying or getting hit with heavy objects, and traversing muddy areas. In summation, the G&W Event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the G&W Event is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the G&W Event) regardless of the care and precautions taken by Grit & Wit and other Released Parties. I also understand that it is extremely strenuous with the accompanying risks and dangers generally present in such activities. I understand that these hazards may be magnified due to the fact that the G&W Event may be conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the inherent risks include, but are not limited to: 1) contact or collision with persons (e.g., collision with other participants, spectators, volunteers, or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed or mobile objects or obstacles and/or the ground or water; 2) encounter with obstacles (e.g., natural and man-made water hazards, road and surface hazards, close proximity and/or contact with thick smoke and open flames, barbed wire, and pipes); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, sun, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment-and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel and/or others working the Event; and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, tamed/domesticated/maintained animals, including but not limited to horses and dogs, contact with poisonous or irritant containing plants, marine life and/or ticks or other insects).

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. Serious injuries are less common, but do sometimes occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, near drowning and neurological disorders/pain. Catastrophic injuries are rare; however, our participants should be aware of the possibility of their occurrence. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, drowning and death.

I also understand that it is my responsibility to consult with my personal physician prior to participating in the G&W Event to ensure that such participation will not pose any unusual risks to my health and well being.

I understand that it is my responsibility to inspect the course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the G&W Event, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation in the G&W Event. I accept full and sole responsibility for the condition and adequacy of all of my own clothing and equipment.

I understand fully the inherent risks of participating in the G&W Event and assert that I am knowingly, willingly, purposefully, freely and voluntarily participating in the G&W Event. I have read the preceding paragraphs and acknowledge that 1) I know and understand the nature of the G&W Event; 2) I understand the demands of this activity relative to my physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the G&W Event. I hereby assert that I knowingly, willingly, purposefully, freely and voluntarily assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur and/or cause as a result of participating in the G&W Event.

**Release and Waiver of Liability for Negligence:** In consideration of being permitted to participate in the G&W Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on my own behalf and on behalf of the Releasing Parties) hereby waive, release, covenant not to sue, and discharge Grit & Wit and the other Released Parties from any and all claims resulting from the Inherent Risks of the G&W Event and negligence of Grit & Wit (and other Released Parties) that I may have arising out of or relating to my participation in the G&W Event.

This Agreement applies to 1) personal injury (including injury, sickness and/or death) from incidents or illnesses arising from the G&W Event participation, which includes injury during course inspection, observation, practice runs, the G&W Event, medical treatment, and while on the premises where the G&W Event is being held (including, but not limited to base area, stands, side-walks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property. Grit & Wit and/or other vendors may sell clothing, mementos and other merchandise, and Releasing Parties hereby acknowledge that this Agreement applies fully to any and all purchases by Releasing Parties of such clothing, mementos, and merchandise. This Release and Waiver shall survive the expiration of the G&W Event.

**Defense, Indemnification and Hold Harmless Agreement:** In consideration of being permitted to participate in the G&W Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to defend, indemnify and hold harmless Grit & Wit (and the other Released Parties) from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury, sickness, death or loss due to or arising from or related to my participation in the G&W Event; and 2) Any and all claims of co-participants, rescuers, and others due to or arising from or related to my conduct before, during and after my participation in the G&W Event. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses (economic and non-economic), costs, expenses and damages (including but not limited to direct, indirect, incidental, special and/or consequential), including legal fees and related expenses. This defense, indemnity, and hold harmless shall survive the expiration of the G&W Event.

**Severability:** I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by Connecticut and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

**Integration:** I affirm that this Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and Grit & Wit and cannot be modified or changed in any way by representations or statements by any agent or employee of Grit & Wit. This Agreement may only be amended by a written document duly executed by all parties.

**Mediation and Arbitration:** In the event of a legal issue arising from or related to this Agreement or the G&W Event, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of or related to my participation in the G&W Event and/or this Agreement shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect in and for Connecticut. The cost of such action shall be shared equally by the parties.

**Class Actions:** I agree that any arbitration, mediation or legal action arising from or related to this Agreement or the G&W Event shall proceed solely on an individual basis without the right for any claims to be mediated, arbitrated or litigated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

### **Agreements for the Protection of Participants:**

- I represent and warrant that I am in good health and in proper physical condition to safely participate in the G&W Event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the G&W Event, or that would result in my participation creating a risk of danger to myself or to others.
- I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- I agree not to participate in the G&W Event while under the influence of alcohol and/or drugs.
- I acknowledge that Grit & Wit recommends and encourages each participant to get medical clearance from his/her personal physician prior to participating.
- I assert that I have not been advised or cautioned against participating in the G&W Event by a medical practitioner.

- I understand that it is my responsibility to continuously monitor my own physical and mental condition while on the course while preparing for and while participating in the G&W Event, and I agree to withdraw immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I represent and warrant that I am covered by medical insurance—Policy # \_\_\_\_\_, Provider Name \_\_\_\_\_.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate Grit & Wit personnel and emergency medical personnel at the G&W Event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). I authorize Grit & Wit to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Grit & Wit, and I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that Grit & Wit has instituted its rules for the protection of the participants, co-participants, staff, volunteers, sponsors, spectators and others. I agree to familiarize myself with those rules and follow them throughout the Event. I also recognize the authority of Grit & Wit to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself, my co-participants, or others associated with the G&W Event.

**Entry and Participation Agreements:**

**Rules:** I agree to become familiar with and abide by all written and/or posted rules of Grit & Wit, as well as all written and/or posted rules of the G & W Event. I further agree to comply with all directions, instructions and decisions of Grit & Wit and G&W Event personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

**Emergency Delay or Cancellation:** I acknowledge that Grit & Wit in its sole discretion may delay, modify, or cancel the G&W Event if conditions or natural or man-made emergencies make administering the G&W Event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the reasonable control of Grit & Wit, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurance, war, public disaster, and reasonably unavoidable casualty. In the event of a delay, modification, or cancellation of the G&W Event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with, relating to or arising from the G&W Event.

**Govern Participation:** I understand that Grit & Wit has the authority to issue instructions or directions relating to the manner of my safe participation in the G&W Event and Related Activities and the authority to halt my participation in the G&W Event and Related Activities at any time they deem it necessary to protect my safety or the safety and enjoyment of participants, spectators, volunteers and personnel, and/or promote fairness and the spirit of Grit & Wit.

**Removal from Course:** I understand that Grit & Wit and G&W Event personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the course and/or the G&W Event and/or Related Activities.

**Fee Refunds:** I understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this G&W Event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or G&W Event cancellation.

**Attitude and Behavior:** I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

**Alcohol & Drugs:** I certify that I am not and on the date of the G&W Event will not be, under the influence of alcohol or any non-prescription drugs that would in any way impair my ability to safely participate in the G&W Event. I further understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the G&W Event is strictly prohibited. Grit & Wit will only allow the responsible consumption of alcohol after the G&W Event. The consumption of any illicit or illegal drugs or substances before, during, and after the G&W Event is strictly prohibited. I agree to take full responsibility for any alcohol consumption after the G&W Event and Related Activities.

**Specific Rules:** I specifically acknowledge and agree to abide by the following rules: 1) no urination or defecation is permitted outside of designated areas; 2) no wheeled conveyances or pets are allowed in the G&W Event at any time other than wheelchairs or service animals; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators, volunteers or personnel are permitted; and 4) obey civil and criminal laws including traffic laws.

**Photography:** I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the G&W Event by Grit & Wit, its affiliated entities or contractors, and/or the media become the sole property of Grit & Wit. I grant the right, permission and authority to Grit & Wit and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that Grit & Wit and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

**Majority Age:** I affirm that I am 18 years of age (or will have reached that age by the date of the G&W Event). If I am less than 18 years old by the date of the Event, my parent/legal guardian signing this Agreement affirms that I have permission to participate in this event.

**Venue and Jurisdiction:** I understand that if Mediation and Arbitration or legal action to enforce same need to be commenced, the state or federal trial court in Connecticut has the sole and exclusive jurisdiction and only the substantive laws of Connecticut shall apply.

**Acknowledgment of Understanding:** I have read this Release, Assumption of Risk, Waiver of Liability, Defense, Indemnification and Hold Harmless Agreement and fully understand its terms. I have made representations herein that, if untrue, would void any rights I may otherwise have. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am knowingly, intelligently, purposefully, freely and voluntarily signing the Agreement and participating in the G&W Event, and intend my signature to be a complete and unconditional release of all liability due to the negligence of Grit & Wit (and other Released Parties) and the Inherent Risks of the activity, to the greatest extent allowed by the laws of Connecticut.

Signature of Participant/Parent or Legal Guardian

Participant's Name

Date