



## Lord's Gym Kids Mud Run 2023 Waiver of Liability and Release

1. I understand that mud running and obstacle course racing, as well as participating in other on-site attractions such as sledding, inflatables, foam pits, bounce houses, slip-n-slide, family games, family races, family activities and talent shows (hereafter collectively referred to as the Lord's Gym Kids Mud Run) are hazardous activities that involve risks of accident, property damage, serious bodily injury, disability and/or death. By signing this Release, I assume full responsibility for any risk of injury, property damage, disability or death arising out of my and/or my child/ren's engagement in any and all aspects of the Lord's Gym Kids Mud Run.
2. I understand that the Lord's Gym Kids Mud Run represents potentially dangerous obstacles including, but not limited to, mud crawls, climbing walls and nets, mud pits, rope webs, ice, water, and tunnels.
3. I agree not to allow myself and/or my child/ren to participate unless I am and/or they are (a) medically able, (b) not under the influence of alcohol or marijuana or any illegal drugs; and (c) not taking any medication that would prevent me and/or them from safely participating in the Lord's Gym Kids Mud Run.
4. I assume all risks associated with myself and/or my child/ren participating in the Lord's Gym Kids Mud Run including, but not limited to: completing all obstacles, falls or injuries, contact with other participants or volunteers, negligent or wanton acts of other participants or volunteers, any defects or poor condition of premises or obstacles or equipment, accidents or getting hurt, contracting any diseases and illnesses including COVID-19, and the effects of weather, including high heat and/or humidity; all such risks being known and appreciated by me.
5. I agree that the Lord's Gym Oroville, the Lord's Gym Mud Run, Father's House Restoration Ministries Inc. (hereafter referred to as FHRM), the Father's House Church of Oroville Inc., Ridge View Event Rentals, and Father's House Acres are not responsible for any personal item(s) or property (including cars and vehicles) that are lost, stolen, or damaged during the Lord's Gym Kids Mud Run or on the Father's House Acres, parking lots, and surrounding areas.
6. I give consent for myself and/or my child/ren to receive emergency medical care and transportation in the event of injury in order to obtain treatment medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
7. I understand that all recordings, photographs, motion pictures, likenesses, or other records of myself, my child/ren, and/or my property made by the Lord's Gym Oroville and FHRM and their affiliated entities, agencies, clients, or contractors become the sole property of the Lord's Gym Oroville and FHRM or the entity that captures or uses said recordings, photographs, motion pictures, likenesses, or other records of myself, my child/ren, and/or my property without providing any compensation. I grant the permission, authority, and right to the Lord's Gym Oroville and FHRM or said entity to use my and/or my child/ren's image, any recordings, photographs, motion pictures, likenesses, or other records of myself, my child/ren and/or our property for any purpose, including but not limited to, advertising, marketing, promotions, or other activities in the Lord's Gym Oroville and FHRM's sole and absolute discretion. The Lord's Gym Oroville and FHRM and their affiliated entities, agencies, clients, or contractors have full rights to sell, trade, or profit in any way, commercial or not, from recordings, photographs, motion pictures, likenesses, or other records of myself, my child/ren and/or our property and such sale or trade of any and all recordings, photographs, motion pictures, likenesses, or other records of myself, my child/ren and/or our property shall include the permission, authority, and right to such use.
8. I agree that all payments for merchandise, food, drinks, and activities are non-refundable and all sales are final.
9. I understand that the Lord's Gym Oroville and FHRM reserve the right to cancel or modify the Lord's Gym Kids Mud Run if the Lord's Gym Oroville and FHRM decide that certain conditions create an unsafe event, such as but not limited to accidents, labor disputes, acts of war or terrorism, military or armed conflicts, insurrections, pandemic, rebellions, riots, explosions, lightning, earthquakes, fires, smoke, storms, terror attacks, rain, floods or wind. In the event of any such cancellation for any reason, there will be no refund to any payments or donations I have made.
10. I agree and understand that I am/my child is/my children are expected to exhibit behavior that is appropriate at all times and to obey all laws. This includes, generally, respect for all people, property, equipment, venue, and facilities. The Lord's Gym Oroville and FHRM may remove me and/or my child/ren from the Lord's Gym Kids Mud Run, without refund, should my/my child's/my children's behavior endanger the safety or negatively affect a race, a person, or property of any kind.
11. I agree and accept that some of the obstacles may involve going through water, mud, or countryside that has not been tested for chemicals, disease, wild animals, insects, ticks, snakes, sharp or hurtful objects, rocks, shallow depths, poison oak or other poisonous plants, or any contamination whatsoever.
12. I agree and understand that the Lord's Gym Kids Mud Run course may contain insects, wild animals, snakes, scorpions, and/or plants, and I assume the risk for myself and/or my child/ren participating in Lord's Gym Kids Mud Run regardless.
13. I attest that if I am / my child is / my children are physically, mentally, or emotionally disabled in any way, or have recently suffered a trauma, illness, injury, or impairment, I have consulted with a physician before allowing myself and/or my child/ren to participate in the Lord's Gym Kids Mud Run.

**\*\*WATER OBSTACLES\*\*** I understand that there are water obstacles (obstacles involving water and/or also obstacles that are in water or a pond or a lake) as part of the Lord's Gym Kids Mud Run course for me / for my child / for my children. I understand that there are risks associated with such water obstacles, such as, but not limited to, falling, drowning or ingestion of water. I willingly agree to participate / I willing give permission to my child / my children to participate in said water obstacles. I also willingly agree to assume all risks associated with my participation / my child's participation / my children's participation in these water obstacles.

**\*\*DISCLAIMER\*\*** I agree and understand that the Lord's Gym Oroville and FHRM are committed to conducting the Lord's Gym Kids Mud Run in a safe manner and hold the safety of participants in high regard, and the Lord's Gym Oroville and FHRM continually strive to reduce such risks and insist that all participants follow safety rules and instructions that are designed to protect the participants' safety. I also understand, however, that participants and parents/guardians of minors registering for the race, programs, and activities must recognize that there is an inherent risk of injury when choosing to participate in the Lord's Gym Kids Mud Run. I am solely responsible for determining if I am and/or my minor child/ren are physically fit and/or skilled for the Lord's Gym Kids Mud Run contemplated by this agreement.

I agree and understand that any incident or injury that may occur at the Lord's Gym Kids Mud Run must be reported immediately to a member of management. I hereby assume the risk for myself and/or my child/ren being injured while participating in the Lord's Gym Kids Mud Run or being on the property of the Father's House Acres, and specifically waive on my behalf and on behalf of my estate or heirs or next-of-kin or personal representatives any and all claims, rights and/or causes of action I may have against the Lord's Gym Oroville, Lord's Gym Mud Run, Father's House Restoration Ministries, the Father's House Church of Oroville Inc., Ridge View Event Rentals, Father's House Acres, or their staff, volunteers, sponsors, officers, directors, shareholders, agents, representatives, servants, employees, judges, owners, or partners in the event of my / my child's / my children's injury or death, or loss of property as a result of my / their participation in the Lord's Gym Kids Mud Run or being on the property of the Father's House Acres.

**\*\*WAIVER & RELEASE OF ALL CLAIMS; ASSUMPTION OF RISK\*\*** I understand, recognize, and acknowledge that there are certain risks of physical injury or death to participants in the Lord's Gym Kids Mud Run, and I voluntarily agree to assume the full risks of any and all injuries, paralysis, disability, death, damages, or loss, regardless of severity, that I and/or my child/ren may sustain as a result of said participation or being on the property of the Father's House Acres. I hereby give my approval for my/my child's/children's participation in the Lord's Gym Kids Mud Run. I assume all hazards and risks, incidental to such participation in the Lord's Gym Kids Mud Run, and I hereby release, absolve, waive, indemnify, and agree to hold harmless the Lord's Gym Mud Run, Lord's Gym Oroville, The Father's House Church of Oroville Inc., FHRM, Ridge View Event Rentals, Father's House Acres and any of their officers, heirs, assigns, administrators, representatives, staff, executors, firms, corporations, businesses, past and present employees, owners, agents, shareholders, volunteers, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives and successors, and other persons, for any claim arising out of an injury or death to myself and/or my child/ren and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages arising out of or connected with my and/or my child's/children's participation in the Lord's Gym Kids Mud Run. I consent to participating in the Lord's Gym Kids Mud Run and/or I, as parent or guardian, consent to the foregoing and grant permission to my child/ren to participate in this event. I, on behalf of myself and/or as a parent or guardian, acknowledge that I have carefully read, accepted, and agreed to the terms on this Waiver, know and understand its contents, and I sign the same of my own free will.

**\*\*COVID-19 SELF-DECLARATION\*\***: I declare that a) my child(ren) and I are NOT currently experiencing nor have experienced in the past 14 days: coughs, shortness of breath, fever, chills, muscle pain, sore throat, loss of taste or smell, or any condition associated with COVID-19; b) my child(ren) and I have NOT tested positive for COVID-19 in the past 14 days; c) my child(ren) and I have NOT traveled outside the U.S. in the past 21 days; d) my child(ren) and I (to the best of my knowledge) have NOT been in close proximity to any individual who tested positive for COVID-19; e) I do NOT have any reason to believe that I or my child(ren) or anyone in my household has been exposed to or contracted COVID-19; f) I will not participate/allow my child(ren) to participate in the Lord's Gym Kids Mud Run if we are experiencing any symptoms of COVID-19 listed above or tested positive for COVID-19 in the past 14 days or on Race Day.

**By signing this form, I understand and agree with everything written on the entire Lord's Gym Kids Mud Run 2023 Waiver of Liability and Release form. I also certify that all the information provided on this form is true, and that I am signing this form of my own free will.**

PARENT/GUARDIAN/ADULT PARTICIPANT PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN/ADULT PARTICIPANT SIGNATURE: \_\_\_\_\_

PRINT NAME/S OF CHILD/REN:

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