

# Please bring completed form to check-in on event day.

## Baehr Challenge, LTD. Liability Waiver

Please read the information below carefully, initial on each line after reading and print and sign your name at the bottom of this form. By signing this consent, you are agreeing to the stipulations and requirements of Baehr Challenge, LTD.

- \_\_\_\_\_ 1. I agree to participate in the Baehr Challenge obstacle course event for the agreed-upon non-refundable fee.
- \_\_\_\_\_ 2. I understand that entering the Baehr Challenge obstacle course event is a strenuous physical and hazardous activity.
- \_\_\_\_\_ 3. I assume all risks associated with competing in the Baehr Challenge obstacle course event, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or conditions of premises, the effects of the weather, including high heat and/or humidity, all such risks being known and appreciated by me. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death.
- \_\_\_\_\_ 4. I agree not to participate unless I am medically able.
- \_\_\_\_\_ 5. I agree to not consume alcohol prior to the Baehr Challenge obstacle course event or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the event.
- \_\_\_\_\_ 6. I agree to abide by any decision of the race official relative to my ability to safely complete the obstacle course event.
- \_\_\_\_\_ 7. I understand and will abide by the rule that no wheeled baby conveyances or other wheeled means of conveyance or pets are permitted in the obstacle course area.
- \_\_\_\_\_ 8. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Waiver 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.
- \_\_\_\_\_ 9. I grant permission to Baehr Challenge, LTD., its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this obstacle course event for any purpose, including but not limited to, promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the obstacle course event are the sole property of Baehr Challenge, LTD.
- \_\_\_\_\_ 10. The official race directors reserve the right in any event of emergency or local or national disaster to cancel the race, and in the event of cancellation or change, there is no refund of entry fees.
- \_\_\_\_\_ 11. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment and facilities; and cooperative, positive participation. Baehr Challenge, LTD. may dismiss, without refund, anyone whose behavior endangers safety or negatively endangers safety or negatively affects a race, person, a facility or property of any type or kind. I also agree to indemnify Baehr Challenge, LTD., its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.
- \_\_\_\_\_ 12. (please check one) \_\_\_\_\_ I am at least 18 years old or, \_\_\_\_\_ my Parent/Guardian has reviewed this waiver and consents to its terms.

I understand that Baehr Challenge Obstacle Course Race is not a medically supervised program and that Baehr Challenge Obstacle Course Race was developed for healthy people with no medical conditions or risks, either physical or psychological. In addition to the terms above, I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from participating in the Baehr Challenge obstacle course event. As such, I acknowledge that Baehr Challenge, LTD. did not give me medical advice before the Baehr Challenge Obstacle Course Race and cannot give me any after the program, related to my physical condition and ability to participate. If I have any health or medical concerns now or after the Baehr Challenge Obstacle Course Race, I will discuss them with my doctor.

If I have an existing medical condition, before I can begin, I will present Baehr Challenge, LTD. with a Medical Release Form, signed and dated by my personal physician. This form represents my physician/dietitian or health care professional if I require medical supervision during my participation in the Baehr Challenge Obstacle Course Race.

**In consideration of my participation in the obstacle course event offered by Baehr Challenge, LTD., I understand and voluntarily accept this risk and agree that Baehr Challenge, LTD., its officers, directors, employees, volunteers, agents, and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to me, my spouse, guests, unborn child, or relatives resulting from the negligence of Baehr Challenge, LTD. or anyone on Baehr Challenge, LTD's behalf or anyone participating in the obstacle course event whether related to exercise or not.** This Agreement is not effective until it is signed and dated. By signing below, I acknowledge and agree that I have read the foregoing and know of the nature of the activities at Baehr Challenge, LTD. obstacle course event and I agree to all the terms of this Agreement.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**(Print Name):** \_\_\_\_\_ **Email:** \_\_\_\_\_

### **IF YOU ARE UNDER THE AGE OF 18, THE SECTION BELOW MUST BE COMPLETED BY A PARENT/GUARDIAN OF A PARTICIPANT AT THE EVENT!**

I, parent/guardian of the above-named participant, hereby give my approval to this child's participation in the obstacle course event. I am solely responsible for determining if my minor child is physically fit and/or skilled for the obstacle course event activities contemplated by this Agreement. I assume all risks and hazards incidental to such participation in the obstacle course event, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Baehr Challenge, LTD., its officers, heirs, assigns, administrators, personal representative and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, volunteers, sponsors, supervisors, participants, all city, county and state governments, and all sponsors, their representatives and successors and other persons, for any claim arising or of any injury to my/our child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, or whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether know or unknown, from all claims or liabilities of any kind arising out of or connected with my child's participation in this obstacle course event. I consent to liability waiver, and know and understand their contents, and I sign the same of my own free act and deed.

\_\_\_\_\_  
Child Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date