

**WAIVER AND RELEASE OF LIABILITY.**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING. ASSUMPTION OF RISK FOR BODILY OR PERSONAL INJURY AND ILLNESS.**

**ACCIDENT WAIVER AND RELEASE OF LIABILITY -THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.**

**ASSUMPTION OF RISK FOR BODILY OR PERSONAL INJURY AND ILLNESS.** I voluntarily wish to participate in FROZEN OTTER ULTRA-TREK (the "Event(s)"). I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athlete, lack of hydration, equipment, vehicular traffic, and actions of other people, including but not limited to, participants, volunteers, spectators, and event officials. I hereby assume all risks of participation in this event. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event director and event sponsors, and that it will govern my actions and responsibilities at said event(s). I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment, property owned, maintained or controlled by them or because of their possible liability without fault. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by qualified personnel. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event. This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. As a participating athlete, I certify that all the information provided on my race entry form is true and complete. Knowing these facts, and in consideration of your acceptance of my Event(s) entry, I, the undersigned participant (and if participant is under 18 years of age, I, the parent or guardian of participant), for myself, my marital community, heirs, personal representatives, and assigns, hereby waive, covenant not to sue, RELEASE and DISCHARGE Fat Otter Adventure Sports, Rod McLennan, Members of Team Fat Otter, Event Directors and Volunteers, Wisconsin Department of Natural Resources, City of Campbellsport and members of the City Council, and all of their directors, officers, employees, boards, volunteers, sponsors, representatives and agents (collectively, the "Event(s)" Parties) from any and all liability, loss, damage, claim, action or demand arising from or attributable to my participation in and travel to and from this Event(s), including, but not limited to, liability that may arise out of negligence or carelessness of the Event(s) Parties. I attest that I am physically fit and sufficiently trained for this, my physical condition verified by a licensed M.D. during the last 6 months.

**PUBLICITY.** I hereby release to the Event(s) Parties full and exclusive rights to record my performance in this race on film, videotape, or still photography for use without compensation to me.

**NO REFUNDS.** I understand that the entry fee is non-refundable and non-transferable. I also understand the Event(s) will take place rain or shine, at Race Director's discretion.

I have carefully read and fully understand this agreement. I am aware that this is a release of liability, a promise not to sue, and a contract between my self and the Event(s) parties that will bind my marital community, heirs, personal representatives, assigns, and all members of my family, including any minors, and I sign this agreement of my own free will.

1. Team Fat Otter makes no warranty that the event services will be uninterrupted, secure or error free. Team Fat Otter does not guarantee the accuracy or completeness of any information in, or provided in connection with, the event. Team Fat Otter is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the TeamFatOtter.com sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

2. Indemnification. You agree to indemnify and hold each of Fat Otter Adventure Sports, Team Fat Otter and its members and volunteers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your participation in the Event or the violation of any term of this Liability Waiver.

3. Severability. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Cell Number During Event:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_