



KIDS RUN WAIVER

In consideration of being allowed to participate in any way in The Nisswa Firecracker Kids Run, or related events and activities, collectively hereinafter (“ACTIVITIES”), the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from participation in any of these ACTIVITIES is significant, including the potential for permanent paralysis and death. I understand that I should not enter and compete in these ACTIVITIES unless I am properly trained and medically able. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others. Such risks include, but are not limited to: falls; contact with other participants; the effects of weather, including high heat and/or humidity; and street crossings. All such risks being known and appreciated by me, I assume full responsibility for my participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4) I hereby authorize RECESS FACTORY LLC to allow the reproduction, dissemination, and/or publication of my / the minor’s name and/or likeness for media coverage, public relations, or any other purpose which may involve the use of photographs, films, and/or video tape recording and understand that RECESS FACTORY LLC retains title, exclusive and unlimited rights to all internet streaming files including live and archived activities, interviews, and events broadcast to the Internet. This is to be done in conjunction with my/the minor’s participation in this RECESS FACTORY LLC event and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my/the minor’s participation in this event, nor will I/the minor receive any payment for the possible commercial use of my/the minor’s name or likeness.
- 5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD RECESS FACTORY LLC, their officers, officials, agents, and/or employees, subcontractors, volunteers, other participants, sponsoring agencies, sponsors, advertisers, state/county/local municipalities, and if applicable, owners and lessors of premises used to conduct the event, collectively hereinafter (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, 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.
- 6) MINOR RELEASE; And I, the Minor’s parent and/or legal guardian, understand the nature of athletic activities and the minor’s experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity – as is, without modification, accommodation, or special personnel (AND THAT IF NOT, I WILL PAY ALL EXPENSES RELATED THERETO). I HEREBY RELEASE AND HOLD RECESS FACTORY LLC, their officers, officials, agents, and/or employees, subcontractors, volunteers, other participants, sponsoring agencies, sponsors, advertisers, state/county/local municipalities, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, 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.
- 7) SEVERABILITY; The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Name

Parent/Guardian name – PRINT

Parent/Guardian Signature

Date