

\_\_\_\_\_ LAST NAME



**Agreements for the Protection of Participants:**

I assert that I am in good health and in proper physical condition to safely participate in the MC event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the MC event, or that would result in my participation creating a risk of danger to myself or to others. I acknowledge that Makahiki Challenge/MC Events LLC recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.

I assert that I have not been advised or cautioned against participating by a medical practitioner. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others. I attest that I am covered by medical insurance. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate Makahiki Challenge/MC Events LLC personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). I authorize Makahiki Challenge/MC Events LLC to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Makahiki Challenge/MC Events LLC. I agree to assume all costs of emergency medical care and transportation. I acknowledge that Makahiki Challenge/MC Events LLC has instituted its rules for the protection of the participant and co-participants. I agree to familiarize myself with those rules and follow them throughout the event. I also recognize the authority of Makahiki Challenge/MC Events LLC to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants, the facility or property of any kind. I understand that entering Makahiki Challenge is a hazardous activity that presents extreme obstacles including, but not limited to: mud pits, slip and slides, cargo climbs, walls, ice baths and steep hills. I agree not to consume alcohol prior to Makahiki Challenge or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Makahiki Challenge. I assume all risks associated with competing in Makahiki Challenge including, but not limited to: falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, any defects or conditions of premises, and the effects of weather including high heat and/or humidity, all such risks being known and appreciated by me. I hereby assign all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of Makahiki Challenge I may take or capture to MC Events, LLC. MC Events, LLC hereby grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motion pictures, recordings, or other records of Makahiki Challenge I may take or capture. I agree that all entry fee payments are final and non-refundable. I agree that the official Makahiki Challenge directors reserve the right to cancel Makahiki Challenge in the event of accidents, labor disputes, acts of war or terrorism, military or armed conflicts, insurrections, rebellions, riots, explosions, lightning, earthquakes, fires, storms, and floods, or, if in the discretion of MC Events, LLC, any such acts or causes which require cancellation of the event for safety or security reasons, or, if MC Events, LLC, cancels the event for any other reason pursuant to 48 hour written notice. In the event of such cancellation, there will be no refund of my registration fee. I understand, agree, and accept that some of the obstacles may go through water that has not been tested for chemicals, disease, or any contamination whatsoever.

**DISCLAIMER**

I understand that my PARTICIPATION WILL BE DENIED if the signature of an adult participant or parent/guardian and date are not signed at the time and place of the race. I understand that MC Events, LLC is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. I understand that MC Events, LLC continually strives to reduce such risks and insists 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 recreational activities and programs. I am solely responsible for determining if I or my minor child/ward is physically fit and/or skilled for the race or activities contemplated by this agreement.

**WAIVER & RELEASE OF ALL CLAIMS; ASSUMPTION OF RISK**

I recognize and acknowledge that there are certain risks of physical injury to participants in Makahiki Challenge, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I (or my child) may sustain as a result of said participation. I hereby give my approval of my (or my child's) participation in Makahiki Challenge and its activities. I assume all risks and hazards incidental to such participation in Makahiki challenge, and I hereby waive, release, absolve, indemnify, and agree to hold harmless MC Events, LLC, its officers, heirs, assigns, administrators, representatives and executors, firms, corporations, business, past and present employees, owners, agents, shareholders, volunteers, supervisors, participants, all city, county, and state government, and all sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child's) participation in Makahiki Challenge.

**I acknowledge that I have carefully analyzed, accepted, and agreed to the terms of this Release and Liability Waiver, know and understand their contents, and sign on my own free act and deed. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.**

**Form Waiver for Event Photography**

**Photography Release**

I hereby grant permission to Makahiki Challenge and its respective agents and service providers to photograph my image, likeness or depiction and/or that of my minor children (if applicable) and to edit, crop and retouch such photographs, and waive any right to inspect the final photographs. I hereby consent to and permit photographs of me and/or those of my minor children to be used by Makahiki Challenge and its licensees worldwide for any purpose, including advertising purposes, and in any medium now known or hereafter developed, including print and electronic. Makahiki Challenge and its licensees may use such photographs with or without associating actual or fictional names thereto.

I further waive any claim for compensation of any kind for the use, display, distribution or other publication of photographs of me and/or those of my minor children (if applicable) by Makahiki Challenge and its licensees. I hereby fully and forever discharge and release Makahiki Challenge and its licensees from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs of me and/or those of my minor children (if applicable) by Makahiki Challenge and its licensees, and covenant and agree not to sue or otherwise initiate legal proceedings against Makahiki Challenge and/or its licensees for such use or publication on my own behalf or on behalf of my minor children. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

\_\_\_\_\_  
I have read/understand the waiver above. Signaure(s)/Date

\_\_\_\_\_  
Parent Signature if participant is under 18 years of age. Signature(s)/Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent's Printed Name