



Kernow Events Ltd

Kernow Killer and Kernow Thriller Obstacle Course Races

Participant Waiver, Release of liability covenant not to sue and image release

Kernow Events Ltd obstacle course races such as Kernow Killer and Kernow Thriller are designed to be challenging. The events are physically and mentally demanding. They take place in an inherently hazardous environment where many factors such as weather, climate and surfaces cannot be predicted. Whilst all reasonable precautions will always be taken by the organisers there still exists an elevated risk of injury (including death) or disablement. By participating you acknowledge that you have capacity to understand these risks and assume all such risks voluntarily.

Kernow Events Ltd require a high degree of mental and physical fitness. You agree that it is your sole responsibility to ensure that you are capable of participation in the event. If you are unsure of whether you are fit to participate, you must seek medical advice before participating.

I understand and acknowledge that the **inherent risks include**, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles); 2) encounter with obstacles (e.g., natural and man-made, water, road and surface hazards, close proximity and/or contact with thick smoke and open flames, barbed wire and pipes); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate first aid and/or emergency measures; 6) judgment-and/or behaviour-related problems (e.g., erratic or inappropriate co-participant or spectator behaviour, erratic or inappropriate behaviour by the participant, errors in judgment by personnel working the event; and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

I have read and understood all risks and potential unknown risks, and freely make an informed decision to participate in Kernow Events Ltd obstacle course races such as Kernow Killer and Kernow Thriller even though such risks are present, and accept full responsibility for myself and my actions within the event.

I Hereby waive, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with this event. I understand that the activities are potentially dangerous and involve a serious risk of injury, death and/or property damage.

I also agree that:

1. I consent to the use of first and emergency aid and other medical treatment needed in case of injury or illness, and hereby release any and all liability or claims arising from the treatment received.
2. I voluntarily adhere to all stated terms and conditions of participation, however if I witness any unusual/significant risk or hazard during my participation, I will remove myself from the event and inform the nearest official.
3. I agree to be bound by any directions or instructions from the organisers or any of their representatives or agents. I agree to comply with any such directions immediately and without questions.
4. I accept that I will be responsible at all times for my own safety and well-being. I will monitor my own performance and withdraw if at any stage I feel I am unable to continue the event safely.
5. I, for myself and on behalf of any heirs, personal representatives, assigns and next of kin, forever release, discharge, waive, and convent not to sue Kernow Events Ltd, and their management, officers, officials, representatives, staff, employees, subsidiaries, as well as intendant contractors, sponsors, agencies, advertisers, volunteers, and the land owners or lesser of the premises any event takes place on, with respect to **Injury, significant injury, death**, and any loss or damage to personal property, belongings, or person, in relation to my participation in the event. I also indemnify, defend and hold harmless releases, from any cost, loss, claim for damages arising from my participation or association in/with the event and activities organised by Kernow Events Ltd
6. I agree and verity the unless indicated below, I am 18 years of age or above, am free of illness, injuries, defects that could interfere with my safe participation of the event, that I am of sound mind physically fit and sufficiently trained to participate in all the activities/tasks associated with the event. My participation in the event and any activities organised or sponsored by Kernow Events Ltd is entirely voluntary.

7. I agree that Kernow Events Ltd reserve the right in their sole and absolute discretion, to postpone, modify, cancel, and move location of event, due to weather conditions, natural disaster, or any factors beyond releases, control, that may affect participants, health, and safety. No refunds will be given.
8. I irrevocably grant unlimited permission to Releasees, to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose perpetuity and I understand that I shall not be entitled to any compensation therefore.
9. I hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record gratis the performance of the above named participant (referred to herein as "I", "me", "my") in the Event and subsequently to telecast, sell, distribute and otherwise utilize and same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind. I acknowledge that Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the Event In which I may appear on any and all radio, network, cable and local television programs and in any print materials in any other format or media (including electronic media) now known or hereinafter devised in perpetuity and without release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

I have read and fully understand this WAIVER AND RELEASE and all of its terms. I understand that I am giving up my legal rights. I have signed this Agreement voluntarily and under my own free will

I confirm I am 18 years old

I confirm I am 16 years old and a parent or carer has filled in the 16-18 waiver

Signature Print name

Date

Participant information

Please complete in BLOCK CAPITALS

First Name:.....

Second Name:.....

Team Name:.....

Address:.....

.....

.....

Email Address:.....

Phone Number:.....

Birth Date:.....

Gender:.....

Medical Conditions (medications) Yes/No

Specify.....

.....

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T-shirt Size: Small Medium Large X Large XX Large

Emergency Contact.....

Emergency contact number.....

Emergency contact relation.....

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I confirm I am 16 years old and a parent or carer has filled in the 16-18 waiver