

MAIZE SOUTH MIDDLE SCHOOL MSMS BULL RUSH WAIVER FORM

PARTICIPANT WAIVER, RELEASE OF CLAIMS AND LIABILITY, ASSUMPTION OF RISK, WARNING OF RISK, AGREEMENT NOT TO SUE & IMAGE RELEASE

As a PARTICIPANT, I _____, the undersigned ACKNOWLEDGE THAT BY SIGNING BELOW I HAVE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND THAT I AM WAIVING (GIVING UP) CERTAIN LEGAL RIGHTS THAT WILL LIMIT OR ELIMINATE MY ABILITY TO BRING FUTURE LEGAL ACTIONS.

I agree to all of the following statements in exchange for being permitted entry as a participant ("Participant") of a BULL RUSH event ("BULL RUSH Event") on the date designated below. Agreement and waiver includes both the BULL RUSH course ("Course") and participation in pre-and post-course activities ("Activities"). I understand and agree that I am giving up substantial rights, including but not limited to, my right to sue BULL RUSH, its sponsors, partners, affiliates and BULL RUSH Released Parties as defined herein for injuries resulting from inherent risks of participating in a BULL RUSH event as described below. I further agree that by signing below that I am doing so freely and voluntarily, and that my signature confirms my **unconditional release** of liability, including that due to the negligence by BULL RUSH, to the greatest extent permitted by the laws of the of State of Kansas.

I AGREE TO ASSUME ALL RISK OF PARTICIPATING IN THE BULL RUSH EVENT

1. I understand that participating in the BULL RUSH Event is a hazardous and dangerous activity involving MANY RISKS OF INJURY, which will test my physical and mental limits and has inherent risks of serious physical injury. I understand that the BULL RUSH Event will involve extreme obstacles, including, but not limited to, mud pits, smoke, cargo climbs, steep hills, etc. I further understand that some of the obstacles may go through water, which has not been tested for chemicals or disease. I understand that the risks named herein and others not specifically named, may cause harm including, but not limited to: death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, serious injury to virtually all bones, joint, ligaments, muscles, tendons, and other aspects of the muscular skeletal system, and serious injury or impairment to other aspects of my body, general health and well-being; temporary or permanent disability; illness or infection. I understand that the dangers and risks of participation may result not only in serious injury, but in a serious impairment of my (or our child's) future ability to earn a living, to engage in other business, social and recreational activities, and generally enjoyment life..
2. I agree to assume all of the risks of participating in the BULL RUSH Event. I understand and acknowledge that these risks include, but are not limited to: insect bites; falls; infection; risks from wild animals; illness; dangers arising from weather conditions, including but not limited to extreme heat, cold, humidity, ice, rain or fog; contact with thick smoke or fire; natural and man-made water, road surface hazards and obstacles; broken, defective or inadequate equipment and equipment failure; contact or collision with spectators, other participants, personnel, other pedestrians, machinery and motor vehicles; negligent or wanton acts of other participants.
3. I agree that prior to participating I will inspect the course, equipment, apparatus and hazards, and that if I become aware or believe that any of the above are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. I accept full responsibility for the condition of my own equipment and agree that BULL RUSH is not responsible for any personal items or property that are lost, stolen or damaged.
4. I agree that I will not participate unless I am medically fit. I represent that I am in good health and in proper physical condition to safely participate in the BULL RUSH Event and have no known physical or mental condition that would impact my ability to safely participate and I am not aware of any condition that would result in a risk of danger to others or myself. I understand that the Course is physically and mentally demanding and it will test my limits even if I am physically fit, healthy and skilled to safely participate. I agree to continuously monitor my physical and mental condition during the Course and to immediately withdraw and notify appropriate personnel if I would create a risk of danger to myself or to others. I acknowledge that I will not be reimbursed for any portion of any fee paid for my participation in the BULL RUSH Event. I acknowledge that I have been strongly advised to consult a medical doctor before participating, especially if I am pregnant, disabled or have recently suffered any illness, injury or impairment. I acknowledge that I maintain and I am covered by medical insurance.
5. I agree that I will not consume any alcohol or ingest any medications or substances prior to or during the BULL RUSH Event that will inhibit my mental or physical ability to safely and effectively participate. I assume full responsibility for any injury or loss to myself or to others and for any damage to real or personal property associated with my use or consumption of alcohol and/or drugs at any time during the BULL RUSH Event.

I AGREE TO OBEY ALL THE RULES AND APPLICABLE LAWS

6. I agree to obey all civil and criminal laws and abide by all the rules and regulations of BULL RUSH and to follow the directions and instructions of BULL RUSH personnel, which shall include respect for all people, equipment and facilities. I agree that BULL RUSH may dismiss me without refund if, in the sole discretion of BULL RUSH, my behavior endangers the safety of any person or negatively affects a race, a person, a facility or property of any kind. I also agree that no pets or wheeled conveyances are allowed on the Course at any time.

7. I agree and consent to receive medical care and transportation in the event of injury as determined by BULL RUSH personnel. If necessary, I authorize appropriate BULL RUSH personnel to consent to such medical care and treatment on my behalf. I agree that I shall be liable for any and all medical costs incurred as a result of my participation in the BULL RUSH Event that are not covered by my insurance. I will indemnify and hold harmless all BULL RUSH employees as well as all parties set forth below from all liability for such costs.

WAIVER OF ALL CLAIMS, RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

8. In consideration of being permitted to participate in the BULL RUSH Event, which I acknowledge involves risks of serious physical injury and possible death, I, and on behalf of ourselves, our family, our heirs and assigns hereby waive, release and forever discharge Maize USD 266, its officers, employees, Board Members, agents and assigns; BULL RUSH and the following parties from any and all claims: BULL RUSH employees, officers, directors, agents, contractors, insurers, spectators, venue owners, and volunteers; all State, City, Town, County and any other governmental bodies whose property and/or personnel are used and/or who in any way provide assistance to BULL RUSH; all BULL RUSH sponsors, organizers, promoters, directors, officials, property owners, and advertisers; all other entities involved with BULL RUSH; any and all companies, whether subsidiary, affiliate or parent, officers, licensees, directors, board members, shareholders, insurers, agents and representatives of any of the foregoing (All of those named or set forth above are collectively, the "BULL RUSH Released Parties"). I hereby waive, release and forever discharge the BULL RUSH Released Parties from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and /or consequential), losses (both economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including attorney's fees, court costs and litigation expenses) that may arise out of or result from my participation in the BULL RUSH Event and any use of USD 266 owned, leased or borrowed property or equipment. I acknowledge and understand that my claims might include, but are not limited to, causes of action arising from my death or death of others, personal injury, partial or permanent disability, negligence, and property damage or theft, causes of action arising from the administration of first aid, medical treatment or medical decisions made at the BULL RUSH Event or elsewhere; and claims for medical or hospital expenses. I agree that the foregoing waiver, release and discharge applies even if the above claims are caused by the negligent acts, omissions or carelessness of any of the BULL RUSH Released Parties. I understand and agree that this waiver, release and discharge extends not only to myself but to my spouse, children, parents, next of kin, personal representative or anyone who might claim to have a basis to sue on my behalf.

I AGREE TO INDEMNIFY (MAKE WHOLE) BULL RUSH AND THE BULL RUSH RELEASED PARTIES FROM DAMAGES CAUSED BY MY CONDUCT

9. I agree to indemnify, defend and hold harmless BULL RUSH and the BULL RUSH Released Parties from any and all claims or expenses that arise out of my breach of this Agreement or any action or inaction by me which causes injury or damage to myself or any other person or property at the BULL RUSH Event, including those claims made by myself or others, including but not limited to, judgments, attorney's fees and cost of suit. I understand and agree that this waiver, release and discharge extends not only to myself but to my spouse, children, next of kin, personal representative or anyone who might claim to have a basis to sue on my behalf.

MISCELLANEOUS AGREEMENTS

10. I agree that this Agreement supersedes any and all previous oral or written promises and that this Agreement represents the entire understanding between the parties. I agree that any oral promises conditions, representations, understandings or interpretations cannot act to modify or amend this Agreement in whole or in part. I agree that if any provision of this Agreement is held by a court of competent jurisdiction to be prohibited or unenforceable, then it shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement. I further agree that no provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of all of the parties hereto. I agree that this Agreement was made in the State of Kansas and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Kansas, regardless of the actual location of the BULL RUSH event. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement shall be submitted to the jurisdiction of the state courts of the State of Kansas and venue for all such suits, proceedings and other actions shall be in Wichita, Kansas.

11. Maize USD 266 and/or Maize South Middle School may photograph or video Bull Rush Event participants, including students, for possible use in district publications (both print and digital platforms) and/or on district social media platforms, including Facebook and Twitter. Parents/guardians have the right to refuse and must do so in advance of the event by emailing Principal Gillian Macias at gmacias@usd266.com. If you do not file a refusal, Maize USD 266 assumes that you have no objection.

**MINORS: IF UNDER 18
SIGNATURE OF PARENT OR GUARDIAN (required)**

The undersigned, _____, referred to as the parent(s) and natural guardian(s) legal guardian(s) of _____, does hereby acknowledge he/she has read and understands the above, understands the risks set forth herein, agrees and consents to my child's participation in this event and further represent that he/she (they)

is (are), in fact, acting in such capacity and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as BULL RUSH Released Parties from all loss, liability, damage, cost or claim whatsoever that may be imposed upon said BULL RUSH Released, Parties because of any defect in or lack of such capacity to so act and release said BULL RUSH Released Parties on behalf of the undersigned.

I further give my legal consent and authorize any representative of Bull Rush or USD 266 to authorize emergency medical treatment, including any necessary surgery or hospitalization, for my above-named child, for any injury or illness of an emergency nature he/she incurred while participating in the activity noted above by any physician or dentist licensed in accordance with the provisions of the Kansas Healing Arts Act, K.S.A. 65-2801 and any hospital. I agree to pay and assume all responsibility for medical and hospital expenses and any emergency service incurred on behalf of my child.

I acknowledge and agree that USD 266 is not responsible for any medical, hospital expenses and/or charges that are incurred in the medical treatment or hospitalization of my child. A photocopy of this document shall have the same force and effect as the original

INFO FOR PARENT/GUARDIAN COMPLETING THIS REGISTRATION

Registration for minors must be completed by a Parent or Legal Guardian. Signed parental permission slip must be on file prior to date of race.

Participant Name

Signature

Date

Parent/Guardian Name

Signature

Date