

WAIVER OF LIABILITY AND ASSUMPTION OF RISK (“WAIVER”)

THIS IS A MANDATORY WAIVER THAT ALL PARTICIPANTS MUST SIGN AND RETURN. ALL PARTICIPANTS MUST READ THIS DOCUMENT BEFORE SIGNING. THIS DOCUMENT CONTAINS A WAIVER OF YOUR LEGAL RIGHTS AND THE ABILITY TO BRING A CLAIM AGAINST GREENFACE LLC.

(“INDOC Challenge”) (“the Event”)

Released Parties include GREENFACE LLC (“GREENFACE”), and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all GREENFACE event sponsors, organizers, promoters, directors, officials, property owners, and advertisers.

Releasing Parties include the participant, as well as participant’s spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, and/or anyone else who might claim or sue on participant’s behalf.

1. **ASSUMPTION OF THE RISK:** I fully understand that participating in the Event can result in serious bodily injury and/or death. I understand that the Event is a hazardous activity and participation carries with it inherent risks that cannot be eliminated completely regardless of the care and precautions taken by GREENFACE. I understand and accept the dangers of participation, including, but not limited to, muscular injuries, ligament injuries, fractures, injuries related to the heat or cold, injuries related to over-use, injuries involving contact with others, injuries involving contact with objects, injuries or rashes involving contact with plants, animal bites and/or stings; sickness or illness acquired from bacteria, viruses, or related occurrence’s, and injuries, stress, or distress related to mentally strenuous and emotionally stressful activity, including verbal confrontation.

I HEREBY KNOWINGLY, VOLUNTARILY, AND WILLINGLY ASSUME AND ACCEPT ALL RISKS, BOTH KNOWN AND UNKNOWN, OF PARTICIPATING IN THE EVENT, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF ANY PERSON INVOLVED EITHER DIRECTLY OR INDIRECTLY IN THE EVENT.

2. **RELEASE AND WAIVER OF CLAIMS:** For valuable consideration, including, but not limited to, the opportunity to compete and/or participate in the Event, I, AND ANY OTHER RELEASING PARTY, HEREBY EXPRESSLY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE GREENFACE, LLC AND THE OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, WHETHER FORSEEABLE OR NOT, ARISING FROM PARTICIPATION IN THE EVENT, WHETHER CAUSED BY NEGLIGENCE, INHERENT RISKS, STRICT LIABILITY, OR OTHERWISE, which I or any other Releasing Party may possess against anyone associated with the Event, including, but not limited to, GREENFACE and the Released Parties. I and the Releasing Parties agree to never pursue any claim against GREENFACE or the Released Parties by reason of any loss or injury (including death and emotional distress) to my person or property relating to or arising out of the activities contemplated by or in this Waiver and my participation in the Event.
3. **REMOVAL FROM COURSE:** I understand that Event personnel may immediately remove me if I disobey any rules, directions, instructions, decisions, or laws, or if my behavior endangers safety or causes damage to the facility or property.
4. **NO REFUNDS:** I understand that all fees and associated costs paid in registration for this Event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation. I acknowledge that GREENFACE, at its discretion, may delay, modify, or cancel the Event if there are conditions, whether natural or man-made, that make the Event unsafe.
5. **CONSENT FOR MEDICAL TREATMENT:** In the event that I am injured or require medical treatment, I authorize the administration of first aid or other medical treatment. In the event I am unconscious or unable to make a medical decision, I authorize GREENFACE and its medical personnel to make emergency medical decisions,

including emergency medical care and transportation. I hereby release GREENFACE and its medical personnel from any liability or claims arising out of such treatment and/or medical services.

6. **REPRESENTATION OF FITNESS AND MEDICAL INSURANCE:** I represent that I am over 18 years of age and am legally signing on behalf of myself. I represent that I am in good health and that I am physically fit to participate in the Event. I represent that I do not have any illnesses, injuries, or defects that would affect my safe participation in the Event. I represent that I am covered by medical insurance. I agree to assume all costs of emergency medical care and transportation.
7. **PHOTOGRAPHY:** I agree to be photographed, recorded, and videotaped in connection with my participation in the Event. I authorize GREENFACE and their assigns to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use my name, image, likeness, and voice for any legitimate purpose, including but not limited to, promoting, advertising, and marketing materials (collectively "Materials"). I release and discharge GREENFACE from any claims and liabilities arising from any alleged defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal property rights from or related to any use of the Materials and covenant not to bring any such claim.
8. **MEDIATION AND ARBITRATION:** If there is an issue arising out of or in connection with this Waiver, I agree to engage in good faith efforts to mediate the issue. If the issue cannot be resolved by mediation, I agree that all claims arising out of or relating to this Waiver and participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association. The prevailing party shall be awarded attorney's fees and costs.
9. **VENUE AND JURISDICTION:** In the event that an issue is not resolved by mediation or arbitration, all other matters arising out of or relating to this Waiver shall be governed by and construed in accordance with the laws of Oregon. Any claim or cause of action arising under this Waiver shall be brought only in federal or state courts located in Jackson County, Oregon and I hereby consent to the exclusive jurisdiction of such courts.
10. **SUCCESSORS AND ASSIGNS:** This Waiver is binding on and shall inure to the benefit of my heirs, executors, administrators, and/or successors and assigns.
11. **SEVERABILITY:** If any provision of this Wavier shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.
12. **ELECTRONIC SIGNATURE:** An electronic signature and a fax or electronic copy shall have the same force and effect as an original.

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

Participant Name: _____

Date: _____

Participant Signature: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____