

# END-SURE Event Waiver

In consideration of participating in or volunteering for the END-SURE hosted by Extreme North Dakota Racing (ENDracing), I represent that I understand the nature of this Activity (including, but not limited to running on various terrain, falling, possibly encountering wildlife and/or unpredictable weather, and more and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inaction, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue ENDracing, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and owners and lessors of premises on which the Activity takes place, (whether or not named below as a "Releasee") from all liability, claims, demands, losses, or damages on our account caused or alleged to be caused in whole or in part by the negligence of these individuals or groups, or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, make a claim against any of the above mentioned individuals or groups, I will indemnify, save, and hold harmless these individuals or groups from any loss, liability, damage, or cost which any may incur as the result of such claim.

Releasees include, but are not limited to: Extreme North Dakota Racing (ENDracing), the State of North Dakota, the United States of America. The terms of this waiver are all severable - in the event that a clause is found to be unenforceable, the rest of the contract will remain valid.

I have read this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, understand that I/we have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law.

In addition, I hereby authorize ENDracing, their affiliates, partners, volunteers, employees, and/or sponsors to use, reproduce, and or/publish photographs and/or video of my image(s) and/or voice without compensation. This material may be used in various publications, press releases, advertising, recruitment materials, and other related endeavors. This includes ENDracing's Internet web pages, Twitter, Instagram and Facebook pages. This authorization includes the rights to use my name, photograph, and/or make reference to me in any manner that the above named entities deem appropriate in order to promote/publicize their efforts, events, and projects.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_\_\_

Signature of Parent or guardian if under 18 \_\_\_\_\_