

FIRST NAME

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

LAST NAME

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



OFFICIAL EVENT WAIVER
Event Produced and Hosted by Fathom Producers, LLC

WAIVER
PAGE 1 OF 2

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING AS IT AFFECTS YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. PLEASE INITIAL NEXT TO EACH SECTION OF THIS AGREEMENT AFTER READING.

Parties:

As used herein, the term "Releasees" is defined to include: Fathom Producers, LLC, its owners, members, directors, officers, past and present employees, agents, representatives, affiliated companies, contractors, insurers, equipment suppliers, successors and assigns; Event volunteers; the owner(s) of the property where the Event occurs; and all Event sponsors or advertisers; and any or all affiliated companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

Releasing Parties include; but are not limited to: the participant, spectator, event volunteers, family and kin of otherwise qualified party, and any legal or personal representatives, or anyone else who might claim or sue on participant or spectator's behalf.

INITIAL HERE _____

Rules and Regulations:

I agree to abide by all rules and guidelines, including, but not limited to: written and/or posted rules and warnings of Fathom Producers LLC, verbal instructions or directions from Fathom Producers event staff and representatives, venue personnel, medical personnel, and event volunteers. I agree to abide by all local, state and federal laws at all times while participating in or attending the Event. I agree to familiarize myself with all rules and guidelines of Fathom Producers. I further understand and acknowledge that I may be removed from the course and/or event premises, without refund, for failing to follow rules or directions, or by behaving in a manner that is disruptive or potentially dangerous to the safety of any person.

I agree not to consume alcohol prior to the Event or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the Event. I also agree that if alcohol is served at the event, and I consume alcohol at the Event, I shall do so responsibly and only if I am over the minimum legal drinking age. I certify that I will not drink and drive.

I understand that urinating or defecating on or near the course is strictly prohibited and I agree to use the proper facilities in designated areas only.

INITIAL HERE _____

Prohibited Items:

I understand and acknowledge that the following items are not permitted at the Event and will be grounds for immediate removal from event location, obstacle course, viewing areas, shuttle buses and parking lots. The following items are prohibited at all times: pets, wheeled conveyances, guns, ammunition, weapons, glass containers, clothing, props or equipment that are potentially dangerous to people, explosive devices, drugs, or alcohol purchased elsewhere.

INITIAL HERE _____

Responsibilities:

I understand and acknowledge that it is my responsibility to consult a physician prior to entering the Event. By entering the event, I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous to myself or others. Furthermore, I certify that I am not pregnant or disabled in any way. I attest that on the date of the Event I will be covered by medical insurance.

INITIAL HERE _____

Assumption of Inherent Risks:

I understand and acknowledge the hazardous nature of the event course along with all accompanying risks and dangers that are generally present and that such risks cannot be completely eliminated. I voluntarily, knowingly and freely assume ALL risks associated with competing in the Event, including, but not limited to: my own actions or inactions, the actions or inactions of others (including any person associated with the Event), obstacles, obstacle failure, defective or broken equipment, unexpected equipment failure, bodily collisions with sharp objects, collisions with other people, natural land features, man-made land features, mechanical and/or moving obstacles, machinery, motor vehicles, aerial photography equipment (drones) or the failure of the drone/operator error, moving objects, smoke, fire and/or open flames, surface hazards, uneven terrain, steep inclines, ponding water, water that may contain disease, contamination, or chemicals, extreme weather conditions, extreme heat, extreme cold, ice, rain, fog, lightning strikes, flash floods, wild animal attacks, or poisonous/diseased insects. I understand and acknowledge that any of these risks and others, not specifically named, may cause injury, permanent disabilities, and/or death.

INITIAL HERE _____

Medical Care and Transportation:

I consent to medical care and transportation in order to obtain treatment in the event of injury to me as event staff or medical professionals may deem appropriate. I further understand and acknowledge that this Waiver extends to any liability arising out of or in any way connected with such medical treatment and transportation provided in the event of an emergency and/or injury. I assume full responsibility for any and all medical expenses incurred as a result of participating in the Event.

INITIAL HERE _____

FIRST NAME

LAST NAME

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

WAIVER
PAGE 2 OF 2

Event Scheduling, Cancellation & Refunds:

I understand and acknowledge that Fathom Producers, LLC has the right to delay, modify, reschedule, or cancel the event at any time, without any notice. I understand and acknowledge that I am not eligible to receive a refund for any reason, under any circumstances including, but not limited to: injury, scheduling conflict, Event delay, Event rescheduling, Event modification or Event cancellation. Furthermore, I understand and acknowledge that the additional online transactional (checkout convenience) fees, donations, spectator tickets, merchandise purchases, applicable taxes, or any other costs incurred in connection to the Event are non-refundable under any circumstances including, but not limited to: premature cancellation due to insufficient projected attendance.

INITIAL HERE _____

Stolen, Lost, or Damaged Property:

I understand and acknowledge that by parking a vehicle in my custody at the event or designated parking areas, I have not, in any way, relinquished my custody or responsibility of the vehicle and contents of the vehicle. I agree that Fathom Producers, LLC is not responsible for any personal item or property that is lost, damaged or stolen at the Event site or any paid parking areas.

INITIAL HERE _____

Photography and Video Release:

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I grant permission to use and license others to use my name and any such photograph, video, or audio of myself. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising from or related to the use of my image or recording. I further understand and acknowledge that there is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed, or limitation on type of distribution, including, but not limited to: television, radio, internet, and printed mediums.

INITIAL HERE _____

Severability, Integration, Mediation and Arbitration:

I recognize, acknowledge and understand that this waiver, release, and agreement, is intended to be as broad and inclusive as is permitted and that if any provision is found to be unlawful, void, or for any reason unenforceable, the rest of the agreement shall remain enforceable and valid.

I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this agreement cannot be modified or changed in any way. Oral agreements are non-binding.

In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

INITIAL HERE _____

Acknowledgements and Covenants

I affirm that I am (or will be) majority age by the date of the Event. I do further certify that I possess full legal capacity to execute the foregoing authorization and release. I acknowledge that I have read and fully understand the important information above, that I have carefully analyzed, accepted, and agreed to all terms herein, that I sign on my own free act and deed and that I understand that I have given up legal rights by signing below. I acknowledge that this Waiver is consideration for permission to participate in the Event and my participation in the Event WILL BE DENIED if my signature (or the signature of my parent/guardian if I am under the age of 18) does not appear on this Waiver prior to my participation.

I release, waive, discharge, absolve, indemnify, agree to hold harmless and covenant not to sue the Releasees for any claim arising out of any injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of any 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) attendance at and participation in the Event, whether or not caused by the Releasees' negligence or gross negligence.

SIGNATURE OF PARTICIPANT _____ PRINT NAME _____ DATE: _____

PARENT OR GUARDIAN OF MINORS:

I, the parent or guardian of the above named participant ("Minor"), give my approval for Minor's participation in the Event. I assume all risks and hazards incidental to Minor's participation in the Event and I release, waive, discharge, absolve, indemnify, agree to hold harmless and covenant not to sue the Releasees for any claim arising out of an injury to the Minor and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of any 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 Minor's attendance at and participation in the Event, whether or not caused by the Releasees' negligence or gross negligence. I consent to the foregoing, grant permission for Minor to participate in the Event and acknowledge that I have carefully analyzed, accepted and agreed to the terms of this Waiver, know and understand its contents and sign below on my own free act and deed.

SIGNATURE OF PARENT/GUARDIAN _____ PRINT NAME _____ DATE: _____