



Angry Seagull Adventure Race Waiver and Assumption of Risk

I, the undersigned, do understand and acknowledge that participation in the Angry Seagull adventure race involves risk and danger which include, but are not limited to, factors related to terrain, water and weather conditions. I understand that the race is physically and mentally demanding and I understand that my participation in the event involves an absence of usual levels of rest, food and water and I accept the inherent risk and dangers of participation in this event.

The Angry Seagull Adventure Race requires participants to be outdoors and engaged in various physical activities, including but not limited to trekking, trail running, mountain biking, canoeing and orienteering. Consequently, racers will be exposed to certain objective risks due to unpredictable weather conditions and natural or human hazards. Adventure race facilitators and volunteers take pains to create a safe environment for racers however all risk cannot be totally eliminated. The following is a representative listing of the potential hazards inherent in the race. This is not intended to be a complete listing as other injuries are certainly a possibility:

- Permanent physical limitation due to environmental hazards that can cause hypothermia, hyperthermia, frostbite, immersion foot and severe sunburn.
- Serious head, neck and spinal injuries which may result in complete or partial paralysis and/or brain damage due to fall from a height, moving water, ice, snow, or other forces.
- Serious injury caused by falls or encounters with trauma producing objects found in nature, in and around vehicles, on the course tracks or elsewhere.
- Permanent brain injury/disability due to drowning.
- Permanent injury caused by burns resulting from being struck by lightning or in contact with flames from a fire.
- Serious injury or physical impairment to general health and well-being caused by an accident while being transported by your personal or a sponsor vehicle.
- Severe illness due to injection of venom, rabies virus, lyme disease or other diseases that can cause life threatening illness and/or anaphylactic or other allergic reactions by virtue of being bitten by insects or animals.
- Illness due to systemic infection caused by cuts, lacerations, punctures, avulsion, amputation, fractures, internal bleeding, and other soft tissue or related musculoskeletal injuries.
- Severe illness due to unanticipated exacerbation of underlying medical conditions such as but not limited to diabetes or epilepsy.
- Serious injury to any bones, joints, ligaments, muscles, tendons, and other components of the musculoskeletal system due to overuse injuries or traumatic accidents.
- Severe illness due to exposure to communicable diseases such as HIV, hepatitis, cold/flu virus, etc; or non-communicable diseases.
- Injury or infection of eyes, ears, and other vulnerable tissues.
- Illness or serious injury resulting from being lost.
- Serious/permanent injuries may also result from conditions and situations that cannot reasonably be anticipated, planned for, or prevented.

The participant must understand that any of the hazards mentioned above can ultimately lead to death. To minimize this potential risk, you must be honest with yourself regarding personal abilities and limitations and be responsible for such limitations in your decision to participate in the event. Participants must also understand that health or other types of insurance are not being provided.

By signing this form, you are stating that you are aware of and understand the potential hazards inherent to this activity and choose to participate voluntarily in full consent and awareness.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE RACING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____



Angry Seagull Adventure Race Release of Liability

Read Carefully Before Signing

The undersigned assumes all responsibilities for and all risk of damage or injury that may occur to the undersigned as a participant in the above stated activity, participating in exercises, using equipment, facilities or following instructions. In consideration of being accepted as a participant, the undersigned hereby release and discharge AFR United Adventure Racing, Angry Seagull Adventure Racing, race organizers and all other unnamed sponsors and volunteers, its faculty, staff, administrators, trustees, employees, landowners and agents from all claims, demands, rights of causes of action, present or future, whether known, anticipated, or unanticipated, and resulting from or arising out of, or incident to, the undersigned's participation in the above stated event or facilities and equipment in such place or as a result of, or incident to, or otherwise following event instructions anywhere.

I CONFIRM THAT I HAVE READ AND HAVE UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I have read and understand and sign the foregoing Assumption of Risk and Release of Liability this _____ day of _____, 200__.

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Angry Seagull Adventure Race Image Release Form

The undersigned, in consideration of my participation in the Angry Seagull Adventure Race does hereby grant to AFR United Adventure Racing and Angry Seagull Adventure Racing, and all of its sponsors and partners, all right, title and interest in and to any videotape, photographs, film or other reproduction of my image in any format, captured in connection with my participation in this event for use in connection with broadcasting, advertising, exhibitions, websites, promotions, training materials or otherwise.

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

Name (print): _____ Signature: _____ Date: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY!

In consideration for allowing me to participate in any or all events and related activities of The Canadian Adventure Racing Association and Angry Seagull Adventures Inc. I hereby warrant and agree that:

1. I am familiar with and accept that there is always the risk of serious injury and death resulting from participation in any organized recreational activity particularly those involving trekking, trail running, orienteering, mountain biking (on roads and trails), and canoeing and like activities offered as part of the programme of The Canadian Adventure Racing Association and Angry Seagull Adventures Inc.
2. I have satisfied myself, and believe, that I am physically, emotionally and mentally able to participate in this programme, and that my equipment, if applicable, is appropriate for use in this programme; and
3. I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me; and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my equipment, or exceeded my comfort level, for continued participation in any event or related activity.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in the any or all of the events and activities of The Canadian Adventure Racing Association and Angry Seagull Adventures Inc. even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of Chippewas of Nawash First Nation, Town of South Bruce Peninsula, Bruce County, any event organizer, event venue and any and all persons associated therewith or participating therein in any capacity; or in transportation to and from such events and activities, and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against the Chippewas of Nawash First Nation, Town of South Bruce Peninsula, Bruce County, all associated sponsors and partners, and their respective directors, officers, employees, coaches, leaders, contractors, agents and representatives, advertisers, volunteers, others participating in any capacity, (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at event facilities, or my participation in any part of, or presence at, any or all of the events and related activities of the Releasees due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT *OCCUPIERS LIABILITY ACT* ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly, from my participation in any aspect of the said events and related activities; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.
5. AN AGREEMENT that this document be governed by the laws, and in the courts of the Province of Ontario.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this 7th day of August, 2010 at Ontario, Canada.

Signature of Participant

Printed Name of Participant

Signature of Participant

Printed Name of Participant

Signature of Participant

Printed Name of Participant

Signature of Participant

Printed Name of Participant



Angry Seagull Adventure Race Health / Emergency Information Form

Team #: _____ Team Name: _____

Name (print): _____

In case of emergency, contact: _____ Relation: _____

Phone #: _____ Alternate Phone #: _____

Do you have any allergies (including allergies to any medications)? If so, please specify:

Do you take any prescription medication? If so, please specify medication and condition:

Do you have any medical conditions that should be known about in an emergency? Please specify:

Signature: _____

Date: _____



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