

**PARTICIPANT WAIVER, RELEASE OF CLAIMS, WARNING OF RISK,**  
**AND ASSUMPTION OF RISK**

**PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

I hereby acknowledge and agree that, to the fullest extent permitted by applicable law, the payment submitted in connection with my application for participation in the event is not refundable under any circumstances.

I understand and acknowledge that by checking the box below or signing the registration form, I am legally agreeing to all of the following statements in exchange for being permitted to participate in Toilet Bowl Challenge on Saturday, July 22 2017 at the Tomorrow's Hope "Hope Fest" event at the Jefferson County Fair Park in Jefferson, WI, which includes the course and any additional activities. (Hereinafter referred to as "**the Course**").

1. I understand that participating in Toilet Bowl Challenge is a hazardous activity. I acknowledge that Toilet Bowl Challenge may be an extreme test of my physical and mental limits that carries with it inherent risks of physical injury that cannot be eliminated completely, including but not limited to an above-average risk of death and/or serious injury.

2. I expressly, knowingly, and voluntarily assume all of the risks of participating in Toilet Bowl Challenge. I understand and acknowledge that these risks include, but are not limited to: falls; illness; infection; contact or collision with spectators, personnel, and other pedestrians; contact or collision with motor vehicles or machinery; contact or collision with other participants of varying skill levels; contact and the effects of contact with natural and man-made fixed objects; natural and man-made water, road and surface hazards; close proximity and/or contact with thick smoke and/or open flames; inadequate competition equipment and/or equipment failure; dangers arising from weather conditions, including but not limited to extreme heat, cold, humidity, ice, rain, or fog; imperfect course conditions; and inadequate safety measures.

I understand and acknowledge that these risks may cause harm ranging from minor to severe, including, but not limited to: bodily injury; illness or infection; physical and/or mental effects of exposure to extreme conditions and circumstances; temporary or permanent disability; paralysis; death; and property damage or loss.

I understand that the risks of participating in Toilet Bowl Challenge may be caused in whole or in part by: my own actions or inactions; the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the actions, inactions, or negligence of the Released Parties (as defined below).

I agree that prior to participating in Toilet Bowl Challenge, I will inspect the Course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. I accept full and sole responsibility for the condition and adequacy of my equipment.

I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in Toilet Bowl Challenge.

3. I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled, and physically trained to safely participate in Toilet Bowl Challenge. I hereby represent that I am, and on the date of Toilet Bowl Challenge will be, in good health and in proper physical condition to safely participate in Toilet Bowl Challenge. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in Toilet Bowl Challenge, or that would result in my participation creating a risk of danger to myself or to others. I further certify that I have not been advised or cautioned otherwise by a medical practitioner.

I understand that the Course is a test of human physical and mental limits that I may not be able to safely complete it, even if I am sufficiently fit, healthy, skilled, and physically trained to safely participate. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others. I acknowledge and agree that I will not be reimbursed any portion of any fees paid for participation in Toilet Bowl Challenge if I withdraw before completing the Course, as I understand that all fees are paid only in exchange for the opportunity to participate to the best of my ability as described in this document, and in no way reflect an entitlement to complete the Course.

I understand that I am strongly advised to consult a medical practitioner before participating, especially if I am pregnant, disabled, or have recently suffered any illness, injury, or impairment.

I attest that I am covered by medical insurance, individually or as part of an organization.

4. I assume full responsibility for any injury, loss, or damage associated with my use or consumption of alcohol and/or drugs at any point during Toilet Bowl Challenge. I understand the dangers associated with the use or consumption of alcohol and/or drugs and I recognize that such use or consumption might impair my judgment and motor skills. I certify that I am not, and on the date of Toilet Bowl Challenge will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in Toilet Bowl Challenge. I assume full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with my use or consumption of alcohol and/or drugs at any point during Toilet Bowl Challenge.

I further understand that the risks and dangers described in the paragraph above include but are not limited to all risks and dangers associated with the consumption of alcohol after participation in the Course. I understand that the Course is a test of mental and physical fitness and that the risks and dangers of consuming alcohol after such a test may be magnified. I take full responsibility for any decision to consume alcohol after completing the Course and I understand that it is my responsibility to know my own limits. I also understand that the responsibility for injury, loss or damage that I assumed in the paragraph above includes but is not limited to full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with any such decision to consume alcohol.

I hereby indemnify and agree to hold harmless the Released Parties (as defined below) from any injury, loss, or damage described in this section.

5. I agree to abide by the rules of Toilet Bowl Challenge and to comply with the directions and instructions of Toilet Bowl Challenge personnel. I agree to become familiar with and abide by all written and/or posted rules of Toilet Bowl Challenge, as well as all written and/or posted rules of Jefferson County Fair Park. I further agree to comply with all directions, instructions and decisions of Tomorrow's Hope (hereinafter "TH, Inc.") and Tomorrow's Hope personnel, including but not limited to instructions or directions relating to the manner of my safe participation in the Course or Related Activities and decisions that I will stop participation in the Course or Related Activities at any time.

Except as otherwise prohibited by law, I agree not to challenge these rules, directions, instructions, or decisions on any basis at any time and I acknowledge that they are reasonable and necessary to reduce risk; protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of Toilet Bowl Challenge. In addition to the above, I specifically acknowledge and agree to abide by the following rules: no urination or defecation is permitted outside of designated areas; no wheeled conveyances or pets are

allowed in the Course at any time; and no clothing, props or equipment that pose a risk to participants, spectators or personnel are permitted. I also specifically agree to obey all civil and criminal laws, including traffic laws and regulations.

I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude. I understand that Toilet Bowl Challenge, TH Inc., and any staff personnel may immediately dismiss anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind.

6. I consent to receive medical care and treatment as determined by appropriate Toilet Bowl Challenge personnel. In the event of my injury, accident, or illness, I consent to receive medical care and treatment as deemed advisable in the best judgment of appropriate Toilet Bowl Challenge and/or TH Inc. personnel and/or appropriate medical professionals. If necessary, I authorize appropriate Toilet Bowl Challenge personnel to consent to such medical care and treatment on my behalf.

I agree to assume liability for any and all medical costs incurred as a result of my participation in Toilet Bowl Challenge that are not covered by my insurance, including but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.

7. I grant permission to TH Inc. to use my photograph and/or any other record of my participation in Toilet Bowl Challenge for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during Toilet Bowl Challenge by TH Inc., its affiliated entities or contractors, and/or the media become the sole property of TH Inc. I grant the right, permission and authority to TH Inc. to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities.

8. I acknowledge that TH Inc. reserves the right to cancel or reschedule Toilet Bowl Challenge in the event of emergency or other disaster. I acknowledge that TH Inc. in its sole discretion may delay, modify, or cancel Toilet Bowl Challenge if natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of TH Inc., including but not limited to: high wind, heat, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. I further acknowledge that TH Inc. in its sole discretion may also delay, modify or cancel Toilet Bowl Challenge if conditions on the day of the event are, in the sole judgment of TH Inc., in any way unsafe. In the event of a delay, modification, or cancellation of Toilet Bowl Challenge as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with Toilet Bowl Challenge.

9. I hereby waive, release, and forever discharge TH Inc. and the other Released Parties from any and all claims I may have arising out of my participation in Toilet Bowl Challenge. I covenant and agree not to sue TH Inc., or any of the other Released Parties for any such claims.

#### **Released Parties**

In consideration of being permitted to participate in Toilet Bowl Challenge, I hereby waive, release, and forever discharge the following parties (the "Released Parties") from any and all Claims (as defined below): TH Inc. and its directors, officers, employees, agents, contractors, insurers and volunteers; TH Inc., and its directors, officers, employees, agents, contractors, insurers and volunteers; all Toilet Bowl Challenge event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with Toilet Bowl Challenge; all state, city, town, county, and other governmental bodies and/or municipal agencies whose property and/or personnel are used and/or who in any way assist with Toilet Bowl Challenge; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, shareholders, supervisors, insurers, agents, and representatives of any of the foregoing.

In consideration of being permitted to participate in Toilet Bowl Challenge, I hereby waive, release and forever discharge the Released Parties from all of the following (the "Claims"): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorneys' fees and litigation expenses), that may arise out of, result from, or relate to my participation in Toilet Bowl Challenge or my travel to or from Toilet Bowl Challenge. I understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of Toilet Bowl Challenge or elsewhere); and claims for medical or hospital expenses. I understand and agree that the foregoing waiver, release, and discharge applies even if the Claims are caused by the negligent acts, omissions, or carelessness of any of the Released Parties.

I understand that this waiver, release and discharge operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

10. I hereby agree to indemnify, defend, and hold harmless TH Inc. and the other Released Parties from any and all expenses incurred and claims made that relate to my breach of this Agreement. I hereby agree to indemnify, defend and hold harmless TH Inc. and the other Released Parties from any and all expenses incurred and all claims made by myself or others (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this Agreement, my failure to follow any rules or directions as defined in Section 5 above, and/or any of my actions or inactions which cause injury or damage to any other person or property.

I understand that this agreement to indemnify, defend, and hold harmless operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

I understand and acknowledge that by signing above, I agree that the statutes and laws of the State of Wisconsin will apply to all matters relating to this Agreement, including participation in Wisconsin, regardless of the actual location of Toilet Bowl Challenge or the principles of conflict of laws. I agree that exclusive jurisdiction for any dispute with TH Inc. resides in the courts of the State of Wisconsin and expressly consent to the exercise of personal jurisdiction in the State of Wisconsin in connection with any dispute.

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the State of Wisconsin, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

**Call 920-674-8967 with questions.**