



SPECIAL OLYMPICS ONTARIO

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AGREEMENT ("AGREEMENT")
HELL IN THE HARBOUR ENDURANCE MUD RUN – AUGUST 5, 2017 – HAMILTON, ON**

Herein Hell in the Harbour Endurance Mud Run will be referred to as “Hell in the Harbour” and Special Olympics Ontario will be referred to as “Special Olympics”.

In consideration of participating in Hell in the Harbour, I represent that I understand the nature of Hell in the Harbour events and that I and/or my minor child am qualified, in good health, and in proper physical condition to participate. I further acknowledge that the Hell in the Harbour and related events will be conducted over public property and facilities open to the public during the event and upon which traffic hazards are to be expected. I acknowledge that if I and/or my minor child believe event conditions are unsafe, I and/or my minor child will immediately discontinue participation in Hell in the Harbour.

I fully understand that Hell in the Harbour and related events involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, 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 and/or my minor child incur as a result of my and/or my minor child's participation in Hell in the Harbour and all related activities.

I hereby release, discharge, and covenant not to sue Special Olympics, the Ontario Law Enforcement Torch Run, its respective administrators, directors, agents, officers, volunteers, and employees, Law Enforcement Officers and Agencies, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which Hell in the Harbour and related events take place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" 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 and/or my minor child's behalf, makes a claim against any of the Releasees, I will indemnify, defend, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I 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 and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

AUTHORIZATION TO USE NAME AND LIKENESS

I hereby authorize Hell in the Harbour and Special Olympics to use my name, likeness, statements and other identifying information, including in photographs, video and recordings for the purposes of publicizing and promoting Special Olympics, the Hell in the Harbour fundraising event and to raise funds for Special Olympics, worldwide, in perpetuity. This authorization includes use in any media now known or hereinafter devised throughout the universe, including but not limited to print and on the World Wide Web. I understand that I will not be compensated for such use and that Special Olympics is not obligated to use my name, likeness or statements or other identifying information.

Name: _____

Signature: _____

Date: _____



Special Olympics
Ontario

