

# TIMBER CITY ADVENTURE RACE

## ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY

WARNING: There are significant elements of risk in any activity associated with outdoor adventures, including but not limited to bicycling, camping, climbing/hiking/trekking/fishing, swimming, canoeing, running and the presence or use of water craft, and the use of any related equipment (called herein "activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGMENT OF RISKS: I acknowledge that the following describes, some, but not all, of those risks.

1) Falling; 2) Cold weather and heat related injuries and illnesses including frost nip, frostbite, heat exhaustion, heat stroke, hypothermia and dehydration; 3) An "act of nature" which may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; 4) River crossing, fords, portaging, or travel including travel to or from the activity; 5) Risk associated with crossing, climbing or down-climbing of rock, snow and/or ice; 6) Equipment failure and/or operator errors, 7) Risks typically associated with water craft including change in water flow or current; submerged, semi-submerged and overhanging objects; capsizing, swamping or sinking of water craft and resultant injury, hypothermia, or drowning; 8) My sense of balance, physical condition, and ability to follow instructions; 9) Attack by or encounter with insects, reptiles, or animals, 10) Accidents or illnesses diminish my/our reaction time and increase the risk of an accident. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I am aware that this activity entails risk of injury or death to me and minor children, for which I may be responsible. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/Our participation in this activity is purely voluntary. No one is forcing me/us to participate and I/we elect to participate in spite of the risks. I am (We are) physically and mentally capable of participating in the activity and/or safely using the equipment. I accept that wearing a USCG approved personal flotation device for waterborne activities are a basic safety precaution. I assume full responsibility for the risks of personal injury, accidents or illnesses, including but not limited to sprains, torn muscles and/or ligaments; fractures or broken bones; eye damage, cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia) exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal or insect bite or attack; injury caused by discharge of any weapons, shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks. I also assume responsibility for damage or loss of my/our personal property as the result of any accident that may occur.

COVENANT OF GOOD FAITH: I recognize that you, as a provider of goods and/or service will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity or refuse or terminate the participation of any person for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, do with this release Maquoketa Chamber of Commerce, City of Maquoketa, and Jackson County, Iowa, its principles, directors, officers, agents, employees and volunteers, and each land owner, municipal and governmental agency upon whose property an activity is conducted, from all liability & waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

**I HAVE READ THE FOREGOING ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.**

Participant's Name (printed) \_\_\_\_\_ Age \_\_\_\_\_ Signature \_\_\_\_\_

In an emergency, notify (print) \_\_\_\_\_ Telephone number \_\_\_\_\_

List known allergies to medications, plants, or insects: \_\_\_\_\_  
Advise if under a doctor's care or using prescription medications: \_\_\_\_\_

If the participant is less than 18, the Parent, or Legal Guardian must also sign: \_\_\_\_\_