

## **King Turkey Day Amazing Race**

### **Participant Waiver, Release of Liability, and Assumption of Risk Agreement**

#### **Participant Eligibility**

I certify that I am at least eighteen (18) years of age and voluntarily elect to participate in the King Turkey Day Amazing Race ("Event"). I acknowledge that I am physically and mentally capable of safely participating and understand that it is my responsibility to determine whether I am medically fit to participate.

#### **Assumption of Risk**

I understand that the Event is modeled after the television program "The Amazing Race" and includes physical activities, mental challenges, problem-solving tasks, and travel between multiple locations. I understand that participation involves inherent risks, including but not limited to slips, trips, falls, collisions, physical exertion, weather conditions, uneven terrain, traffic hazards, equipment failure, and other known or unknown risks that may result in injury, illness, property damage, permanent disability, or death.

I knowingly and voluntarily assume all risks associated with participating in the Event, whether foreseeable or unforeseeable.

#### **Transportation and Traffic Safety**

I understand that I am solely responsible for providing and operating my own mode of transportation during the Event, whether by automobile, motorcycle, bicycle, walking, rideshare, or any other lawful means.

I agree to obey all federal, state, and local laws, including all traffic laws, speed limits, and regulations. I understand that this Event is **not** a motor vehicle race and does not encourage speeding, reckless driving, distracted driving, or any unsafe or unlawful behavior.

I assume full responsibility for any citations, accidents, injuries, damages, or losses arising from my transportation to and between Event locations.

#### **Personal Property**

I understand that I am solely responsible for all personal property I bring to or use during the Event, including but not limited to vehicles, bicycles, mobile phones, wallets, keys, cameras, clothing, and other belongings.

King Turkey Day and the Released Parties shall not be responsible for any loss, theft, or damage to my personal property.

### **Release and Waiver of Liability**

In consideration of being permitted to participate in the Event, I, on behalf of myself, my heirs, executors, administrators, personal representatives, and assigns, knowingly and voluntarily release, waive, discharge, and covenant not to sue:

- King Turkey Day, Inc.
- The King Turkey Day Board of Directors
- Event organizers
- Volunteers
- Event staff
- Sponsors and donors
- Property owners and property managers whose property is used for the Event
- Municipalities or governmental entities providing assistance
- Any affiliated organizations, officers, directors, employees, agents, contractors, representatives, and volunteers

(collectively referred to as the "Released Parties")

from any and all claims, demands, liabilities, damages, losses, costs, expenses, or causes of action arising from or related to my participation in the Event, including those resulting from the ordinary negligence of the Released Parties, to the fullest extent permitted by Minnesota law.

### **Indemnification**

I agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, liabilities, damages, costs, expenses, or attorney's fees arising from my actions, negligence, violations of law, or participation in the Event.

### **Medical Authorization**

If I become ill or injured during the Event, I authorize emergency medical treatment if deemed necessary. I understand that the Released Parties have no obligation to provide medical care and are not responsible for any medical expenses incurred on my behalf.

## **Participant Conduct**

I agree to conduct myself in a safe, respectful, and lawful manner throughout the Event. I will follow all Event rules, instructions from volunteers and organizers, and all applicable laws.

I understand that King Turkey Day reserves the right to remove or disqualify any participant whose behavior is unsafe, reckless, disruptive, unlawful, or otherwise jeopardizes the safety or enjoyment of others.

## **Alcohol & Controlled Substances Policy**

For the safety of all participants, volunteers, spectators, and the public, I agree that I will not participate in the Event while under the influence of alcohol, illegal drugs, or any medication or substance that impairs my judgment, coordination, or ability to safely participate.

King Turkey Day reserves the right, in its sole discretion, to refuse participation to or remove any participant who appears to be impaired or otherwise presents a safety risk. Any participant who is denied participation or removed from the Event for violating this policy shall be immediately disqualified and shall not receive a refund.

## **No Refund Policy**

I understand and agree that all registration and participation fees are non-refundable. If I choose not to participate, withdraw, am disqualified, or otherwise become unable to participate for any reason, I will not be entitled to a refund.

If the Event is modified, delayed, shortened, postponed, or canceled due to weather, public safety concerns, emergencies, acts of God, governmental action, or circumstances beyond the reasonable control of King Turkey Day, refunds, if any, shall be issued solely at the discretion of the Event organizers.

## **Photography and Media Release**

I grant King Turkey Day permission to photograph, video record, or otherwise capture my name, image, voice, and likeness during the Event. I authorize King Turkey Day to use these materials for promotional, advertising, marketing, social media, website, and other lawful purposes without compensation or further approval.

## **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Acknowledgment**

I acknowledge that I have carefully read this Participant Waiver, Release of Liability, and Assumption of Risk Agreement. I fully understand its contents and recognize that by signing this document I am giving up certain legal rights, including the right to bring legal claims against the Released Parties. I sign this Agreement freely and voluntarily without coercion or inducement.