



ACCIDENT WAIVER AND RELEASE OF LIABILITY

MISSOURI AMERICAN WATER MR340

July 22 – 28, 2024

BOAT NUMBER

I acknowledge that the MR340 is an extreme test of a person's physical and mental abilities and carries with it the potential for death, serious, permanent, and disabling injury including paralysis, and/or property damage or loss. The event takes place on the Missouri River, a navigable waterway of the United States with fast moving and unpredictable currents. The river is used by large commercial towing vessels and barges with limited ability to maneuver or stop. The risks of the event include, but are not limited to those caused by deep, fast moving water with the associated risk of drowning, collision with other vessels and natural and man-made structures, terrain, temperature, Acts of God, weather, including wind, lightning, and wave action, illness, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks apply to event participants and volunteers. I hereby acknowledge and assume all the risks of participating and/or volunteering in this event. I realize that the risks described herein may arise from the negligence or carelessness of the event organizers, producers, and sponsors, and it is my desire, in exchange for permission to participate, to release these persons and entities from any and all liability arising on account of property damage, injury or death.

I certify that I am in good health and am sufficiently prepared for participation in the event and have not been advised otherwise by a qualified medical provider. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers, producers, and sponsors of the MR340 and will govern my actions and responsibilities and limit my rights in connection with my participation.

In consideration of my application and permitting me to participate in this event, I do hereby, for myself, my executors, administrators, heirs, next of kin, successors, and assigns: (A) **Waive, Release Hold Harmless and forever Discharge** from any and all liability for my death, disability, personal injury, property damage, theft of property or damage of any kind which I may hereafter sustain in connection with my participation in the MR340 including traveling to and from this event the following persons, organizations and entities: River Relief, Inc. (dba Missouri River Relief), Missouri American Water MR340, Rivermiles, LLC; their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event volunteers; and (B) agree to Defend, Indemnify and Hold Harmless, and Agree Not To Sue the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence or of the parties being released, or otherwise. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident and/or illness during this event.

I understand that at this event or related activities, I may be photographed. I freely agree to allow without restriction my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I acknowledge that this Accident Waiver and Release of Liability form will be used by the persons or entities being released in the activity or event listed above and that it will govern my actions and responsibilities in said activity or event. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately.

I hereby certify that I have read this document and I understand its content. I acknowledge that I will watch the required safety video and am aware of the safety rules and regulations applicable to this event including the use of a personal floatation device (PFD), lighting safety and that I will attend the racer check-in the day before event start. I am aware that this is a release of liability as well as a contract and I sign it of my own free will.

I represent that I am an adult of at least 18 years of age and am fully competent to execute this Accident Waiver and Release of Liability.

All participants are to print, sign, and completely fill in the information below, including emergency contact details. Please print legibly.

_____ **(Initials)** I hereby confirm that I have watched the Missouri American Water MR340 Safety Video and have read all the Missouri American Water MR340 Dispatches

Participant Name (print)

Participant Signature (physical signature)

Date

Address

City

State

Zipcode

PARENT/GUARDIAN ACCIDENT WAIVER AND RELEASE OF LIABILITY (MINORS UNDER 18)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to their release as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to the photographic and video release set forth above. I confirm that my minor will be at least 10 years of age by July 23, 2024.

Signature of Parent of Guardian (physical signature)

Participant Age

Date

YOU MUST PRINT AND SUBMIT THIS FORM AT RACE CHECK-IN ON JULY 22, 2024

