

**PIG TRAIL MUD RUN KIDS' ACTIVITIES AREA
RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
AND CONSENT TO MEDICAL TREATMENT**

PLEASE READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS.
AFTER READING, PLEASE PROVIDE THE REQUESTED INFORMATION AND SIGN AS INDICATED.

The Undersigned parent or legal guardian of the listed minor(s) ("Minor(s)" under the age of eighteen (18) years of age), gives permission for such Minor(s) to enter the Pig Trail Mud Run Kids' Activity Area ("Kids' Area") and participate in games and activities therein, and in consideration of such Minor(s) being permitted to enter the Kids' Area, for himself and for such Minor(s), hereby releases, waives, discharges and covenants not to sue the Rotary Club of Springdale, Arkansas, a/k/a Springdale Rotary; The Springdale Rotary Charitable Foundation Trust a/k/a Springdale Rotary Trust; Ecclesia, Inc. d/b/a Ecclesia College; Darel Marchant; Bettie Marchant; Marchant Arena; Gary Marchant; Jerry L. Sanders Pediatric Dental Associates, P.A.; promoters, organizers, participants, volunteers, sponsors, officials, and advertisers of the Pig Trail Mud Run; involved racing associations; sanctioning organizations or any division or subdivision thereof; other persons in the Kids' Area; parents or legal guardians of other Minor(s) in the Kids' Area; Owners and Lessees of the premises used to conduct the Pig Trail Mud Run and related activities, including the Kids' Area; the Cities of Elm Springs and Springdale, Arkansas; Benton County, Arkansas; and members, employees, officers, directors, trustees, agents, and affiliates of each of the above-described persons and organizations (hereinafter the "Releasees") for and from all liability to such Minor(s) or the Undersigned, and personal representatives, heirs, next of kin, successors, and assigns of either, for any and all loss or damage, and any claim or demands therefor on account of any injury to the person or property of such Minor(s) or the Undersigned, whether caused by the negligence of the Releasees or otherwise, in the Kids' Area or the Pig Trail Mud Run Race Area. The Releasees are not responsible for any personal item or other property which such Minor(s) takes into the Kids' Area.

The Kids' Activities Area is located within the RACE AREA (but not the race course) of the PIG TRAIL MUD RUN ("Race"). The Undersigned acknowledges such proximity to the Race and the presence of participants, volunteers, spectators, media personnel, or others (including other minors) and environmental conditions including dirt, mud, and standing water and assumes all risks and hazards related to such conditions. **Kids' Area games and activities include a balance beam several inches off the ground, an army crawl through mud, water sprinklers, water guns, pallets for climbing, hay bales for climbing, and a mud pie area.** The Undersigned parent or guardian assumes all risks and hazards associated with or incidental to such Minor(s)' participation in Kids' Area games and activities, **including but not limited to sprains, strains, falls, scratches, abrasions, contusions, bruises, pinches, concussions, splinters, ingestion of mud or non-potable water, insect bites, contact dermatitis, contact with other Minor(s), or broken bones,** and agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or costs they may incur due to the presence or behavior of such Minor(s) in the Kids' Area or in or upon the Race Area whether caused by the negligence of the Releasees or otherwise.

The Kids' Area is designed for use and play by children ages 5 through 10 with minimal supervision while their parents are participating in the Pig Trail Mud Run or other activities in the Race Area. Parents and Guardians are responsible for determining that the Kids' Area Activities are appropriate for such Minor(s) and agree not to permit Minors under the age of five (5), over the age of ten (10), or for whom such activities are not appropriate to enter the Kids' Area. RELEASEES WILL NOT BE CONSIDERED TO ASSUME THE CARE OR CUSTODY OF SUCH MINOR(S), AND PARENTS OR LEGAL GUARDIANS MUST NOT LEAVE THE RACE AREA WITHOUT MAKING INDEPENDENT ARRANGEMENTS FOR THE CARE OF SUCH MINORS. Parents and Guardians are responsible for independently choosing, employing, and paying such babysitters. Should the Minor(s) become disruptive or fail to obey reasonable rules and/or restrictions, the Undersigned will be asked to remove such Minor(s) from the Kids' Area, regardless of whether

the Undersigned has finished the Race. The Undersigned acknowledges that the entry fees for the Kids' Area and the Pig Trail Mud Run are NONREFUNDABLE.

The Undersigned hereby consents to medical treatment for such Minor(s) and transportation to obtain medical treatment if deemed necessary by Race personnel if the Undersigned is not immediately available. The Undersigned agrees to indemnify and hold harmless the Releasees and all medical personnel who render treatment to the Minor(s) in reliance on this Release. The Undersigned certifies that he will be responsible for payment for any such medical treatment which may not be covered by applicable insurance.

The Undersigned consents to the use of the image of the Undersigned and such Minor(s) in photographs, motion pictures, recordings, or other records of the Event for use in advertising, promotion, or marketing of the Event, or future similar Events presented by the Releasees, and assigns all rights, title, and interest in any such photographs, motion pictures, recordings, or other records taken, captured, or created by the Releasees to the Releasees.

The Undersigned expressly agrees that the foregoing Release, Waiver of Liability, and Indemnity Agreement, and Consent to Medical Treatment is governed by and intended to be as broad and inclusive as is permitted by the laws of the State of Arkansas. If any portion hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

The Undersigned parent or guardian HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, AND CONSENT TO MEDICAL TREATMENT on behalf of himself and such Minor(s), and further agrees that no representations, statements, or inducements apart or separate from this written agreement have been made. The Undersigned parent or guardian represents and warrants that he has the right to sign this Release on behalf of such Minor(s) and agrees to indemnify and hold the Releasees harmless from any and all liability which may result from a lack of such authority in the Undersigned.

The Undersigned, for himself and for such Minor(s), **WAIVES AND FOREVER RELEASES ANY RIGHTS TO MAKE ANY CLAIM OR BRING SUIT AGAINST ANY OF THE RELEASEES FOR DAMAGES BASED ON INJURIES TO SUCH MINOR(S) SUSTAINED IN THE PIG TRAIL MUD RUN KIDS' ACTIVITIES AREA and ACKNOWLEDGES THAT SUCH MINOR(S) IS ONLY PERMITTED TO ENTER THE KIDS' AREA AND/OR PARTICIPATE IN THE GAMES AND ACTIVITIES THEREIN UPON THE CONDITION OF EXECUTING THIS DOCUMENT.**

Full Name(s) and Date(s) of Birth of Minor(s):	
Name of Parent or Guardian:	
Parent or Guardian cell phone number:	
Alternate Emergency Contact and number:	
Signature of Parent or Guardian:	
Date:	