

The USAG Bavaria and 7th Army Training Command
8th ANNUAL GRAFENWOEHR
RUGGED TERRAIN OBSTACLE RUN
18 APRIL 2020



REGISTRATION FORM
 PLEASE PRINT ALL INFORMATION

_____/_____/_____
 Name (Last) (First) (MI)

 Garrison CMR Box APO

 Duty Phone Email address

MILITARY US: _____ FM /SPOUSE: _____ DOD CIVILIAN: _____

MILITARY NATO: _____

DOB: (MONTH /DAY/YEAR) _____

T-SHIRT SIZE: _____

Method of Payment

Registration Fee: \$35 (Individual) \$30 (Team Member) 4 Minimum, 10 Maximum.

To pay cash or check, you must personally stop by the Tower Barracks Fitness Center, Bldg. 170, or Rose Barracks Williams Fitness Center, Bldg. 323.

Credit card number: _____ Security code

Expiration date: _____

Cardholder's name: _____

I the undersigned hereby waive and release any and all rights for claims, and damages against, the US Army Garrison Bavaria, Family and MWR and any other agency associated with the conduct of this event which includes preparation and execution. This waiver includes releasing the above-mentioned agencies, organizations and activities for any injury I might suffer while participating in this event. I hereby authorize emergency medical treatment if needed. I grant permission to USAG Bavaria Family and MWR, its affiliates, sponsors, and assigns to use my photograph, motion pictures, recordings or other record of my participation in this event, for any purpose, including but not limited to, promoting, advertising, and marketing purposes, and become the sole property of the USAG Bavaria Family and MWR. I grant the right, permission, and authority to USAG Family and MWR to use my name in any such promoting, advertising, and marketing purposes, and I understand I will not receive any compensation of any kind in allowing this right. I affirm that the given name and age is correct and I will not transfer my start number to another runner.

SIGNATURE: _____

DATE: _____

Terms & Conditions

I understand that all sales are final and no refunds will be issued.

PARTICIPANT WAIVER AGREEMENT VOLUNTARY ASSUMPTION FOR THE WARNING OF RISK, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND RELEASE OF CLAIMS.

TO ALL PARTICIPANTS: CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING. THIS IS A LEGAL DOCUMENT AND WILL AFFECT YOUR LEGAL RIGHTS. BY SIGNING IT, YOU MAY LIMIT OR ELIMINATE YOUR FUTURE ABILITY TO BRING ANY FUTURE LEGAL ACTIONS.

I understand and acknowledge that by checking the box below, or signing this document, I am legally agreeing to all of the statements in it, in exchange for being permitted to participate in 7th Annual Grafenwoehr Rugged Terrain Obstacle Run on April 18, 2020 at the Tower Barracks Physical Fitness Center, Bldg 170, USAG Bavaria, APO AE, 09114.

1. I understand and recognize that participation in the Grafenwoehr Rugged Terrain Obstacle Run is a hazardous activity, which is inherently dangerous. It is a test of my physical and mental limits where physical or mental injury cannot be completely eliminated. I further understand that participation includes, but is not limited to, an above-average risk of death and/or serious injury. Any and all risks involved with participating can range from minor to severe injury.

2. I understand and voluntarily agree to assume all of the risks of participating in the Grafenwoehr Rugged Terrain Obstacle Run. I understand and acknowledge that the risks include, but are not limited to: falling; tripping; illness; infections; contact or collisions with course obstacles, other participants, staff and personnel, spectators, pedestrians, natural and man-made fixed or moving obstacles, water and water obstacles; road and surface hazards and competition equipment or equipment failure. Additional hazards could arise from weather conditions, including but not limited to, heat, cold, rain, ice, humidity, fog, wind or snow.

3. I understand that the event is an extreme test of human physical and mental limits, and I may not be able to safely complete or finish the course. It is my responsibility to monitor my own physical and mental condition throughout the course, and withdraw from the course immediately if at any point my continued participation poses any danger to myself or to others. I will not attempt to complete any obstacle or portion of the course that I knowingly feel I cannot safely complete. I will walk around any obstacle I believe is too difficult for my physical or mental ability. I will not be reimbursed any portion of my fees for withdrawing at any time during the event. The payment of the entry fee only allows each participant the opportunity to participate, and in no way reflects an entitlement to complete the course.

4. I agree to not participate if I am not physically, mentally, and medically able to do so. I am voluntarily entering this event despite all known and unknown risks. I hereby represent that on the date of the event, I will be sufficiently fit, healthy, skilled, and physically trained to safely participate. I certify that I have no known or knowable physical or mental conditions that would inhibit my ability to safely participate in the Grafenwoehr Rugged Terrain Obstacle Run. I further certify that I have not been advised or cautioned otherwise by a medical practitioner. I am being strongly advised to consult with a medical practitioner before participating, especially if I am pregnant, disabled, injured or suffer from any illness or impairment.

5. I attest that I am fully covered by medical insurance, individually, or part of an organization medical coverage. I agree to assume liability for any and all medical costs I may incur, as a result of my participation in the Grafenwoehr Rugged Terrain Obstacle Run. I am additionally responsible for all medical costs not covered by my insurance. In the event I am injured during the event, I consent to receive any medical care that may be provided by Grafenwoehr Rugged Terrain Obstacle Run staff and medical personnel. I agree to indemnify and hold harmless USAG Bavaria, Family and MWR, the Department of the Army, and the Government of the United States, its officers, agents and employees from all liability for such costs.

6. I will not consume alcohol or drugs prior to my participation in the event. I take full responsibility for any decision to consume alcohol after completing the event. I will not consume alcohol where it affects my ability to drive a vehicle upon leaving the event. I agree to abide by all rules imposed by USAG Bavaria Family and MWR and with the directions of event personnel. I understand that event personnel may immediately dismiss anyone who disobeys any rules, directions, instructions, decisions or laws or whose behavior endangers the safety of any participant, spectator or staff. USAG Bavaria Family and MWR reserves the right to not allow any person for any reason to participate.

7. I grant permission to USAG Bavaria Family and MWR, its affiliates, sponsors, and assigns to use my photograph, motion pictures, recordings or other record of my participation in this event, for any purpose, including but not limited to, promoting, advertising, and marketing purposes, and become the sole property of the USAG Bavaria Family and

MWR. I grant the right, permission, and authority to USAG Bavaria Family and MWR to use my name in any such promoting, advertising, and marketing purposes, and I understand I will not receive any compensation of any kind in allowing this right.

8. I acknowledge that I am at least 18 years old. I acknowledge that USAG Bavaria Family and MWR reserves the right to cancel or reschedule in the event of an emergency, disaster or any circumstance beyond the control of the USAG Bavaria Family and MWR, and I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Grafenwoehr Rugged Terrain Obstacle Run. USAG Bavaria Family and MWR reserves the right to delay, modify or alter the event if it is deemed unreasonably difficult or unsafe.

9. I accept full and sole responsibility for the condition and adequacy of my equipment. I understand that my equipment, clothing, and any other possessions I bring onto the course may become damaged, destroyed or lost, and I hereby indemnify and agree to hold harmless USAG Bavaria Family and MWR for any such circumstance. I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses or expenses that I incur as a result of participating in Grafenwoehr Rugged Terrain Obstacle Run.

10. I hereby waive, release, and forever discharge USAG Bavaria, Family and MWR, the Department of the Army, and the Government of the United States from any and all claims I may have arising out of my participation in Grafenwoehr Rugged Terrain Obstacle Run. I covenant and agree not to sue USAG Bavaria, Family and MWR, the Department of the Army, and the Government of the United States for any such claims.

In consideration of being permitted to participate in Grafenwoehr Rugged Terrain Obstacle Run, I hereby waive, release, and forever discharge the Family and MWR, the Department of the Army, and the Government of the United States from any and all Claims, and its directors, members, officers, employees, agents, affiliated entities, subsidiaries, contractors, insurers, and volunteers; Grafenwoehr Rugged Terrain Obstacle Run event sponsors, organizers, promoters, officials, advertisers, and volunteers; all other persons or entities involved with Grafenwoehr Rugged Terrain Obstacle Run.

I hereby waive, release, and forever discharge the Released Parties from all of the following (the "Claims"): any and all claims, liabilities of every kind, damages (including direct, indirect, incidental, special and/or consequential), demands, losses (economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorney's fees and litigation expenses), that may arise out of, result from, or relate to my participation in Grafenwoehr Rugged Terrain Obstacle Run or my travel to and from the event. I understand and acknowledge that these claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provisions of first aid, medical care, medical treatment or medical decisions (at the site of Grafenwoehr Rugged Terrain Obstacle Run or elsewhere), and claims for medical or hospital expenses. I understand that the foregoing waiver, release, and discharge applies even if the Claims are caused by the negligent acts, omissions, or carelessness of any of the Released Parties.

I understand this waiver, release, and discharge operates for myself, as well as, on behalf of my spouse, children, parents, guardians, heirs, net of kin, and any legal or personal representatives, executors, administrators, successors and assigns or anyone else who might claim or sue on my behalf.

BY CHECKING THE BOX BELOW AND SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

I agree to the terms above

PRINT NAME

SIGNATURE

DATE