



Need 2 Succeed Obstacle Challenge

Bib # _____

First Name: _____

Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Event (Circle One) Obstacle Challenge Team
Gender: Male Female

Age on Race Day: _____

T-Shirt Size: S M L XL

Email: _____

Emergency Contact _____ Emergency Phone _____

Waiver and Release of Claim, Assumption of Risk and Warning of Risk

PLEASE READ THIS ACKNOWLEDGEMENT, WAIVER & RELEASE OF CLAIM FORM BEFORE REGISTERING

[A]

Please initial on each line after reading:

- ___ 1. I understand that entering the Need 2 Succeed 5k Obstacle Challenge is a hazardous activity and presents extreme obstacles.
- ___ 2. I agree not to participate unless I am medically able.
- ___ 3. I agree not to consume alcohol prior to the Need 2 Succeed 5k Obstacle Challenge or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Need 2 Succeed 5k Obstacle Challenge.
- ___ 4. I agree to abide by any decision by a race official relative to my ability to safely compete in and/or complete the race.
- ___ 5. I agree to obey all civil and criminal laws at all times.
- ___ 6. I assume all risks associated with competing in the Need 2 Succeed 5k Obstacle Challenge, including but not limited to falls, contact with other participants, negligent or wanton acts by other participants, completing all obstacles, any defects or condition of premises, the effects of the weather – including high heat and/or humidity, all such risks being known and appreciated by me.
- ___ 7. I agree that the Second Chances Foundation is not responsible for any personal items or property that are lost or stolen in the Gear Check area.
- ___ 8. I consent to emergency medical care and transportation in order to obtain treatment in the event of an injury to me as medical professionals deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
- ___ 9. I understand and will abide by the rule that no wheeled baby conveyances or other wheeled means of conveyance or pets are permitted in the race.
- ___ 10. I grant permission to the Second Chances Foundation, its affiliates, and sponsors to use any photographs, motion pictures, recordings or any other record of this event for any purpose including

but not limited to, promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of the Second Chances Foundation.

___ 11. I understand that all entry fees are final with no refunds.

___ 12. The official race directors reserve the right in the event of an emergency or local or national disaster to cancel the race, and in the event of cancellation or change, there will be no refund of entry fees.

___ 13. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment and facilities, and cooperative, positive participation. The Need 2 Succeed (N2S) 5k Obstacle Course Challenge may dismiss without refund anyone whose behavior endangers safety or negatively affects a race, a person, a facility or property of any type or kind. I also agree to indemnify the Second Chances Foundation, its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.

___ 14. I understand that some of the obstacles may go through water, which has not been tested for chemicals or disease.

___ 15. I assume risk of wild animals, insects and plants that may be present on the course.

___ 16. I agree not to dive into or enter any water obstacle or mud pit head first.

___ 17. **(PLEASE CHECK ONE)** ___ I am at least 18 years old, **OR** ___ My Parent/Guardian has reviewed this waiver and consented to its terms. **Parent/Guardian must complete Section C.**

[B]

ACKNOWLEDGEMENT, WAIVER & RELEASE OF CLAIMS & ASSUMPTION OF RISK

I recognize and acknowledge that there are certain risks of physical injury to participants in the Need 2 Succeed (N2S) 5k Obstacle Course Challenge, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I certify that I am physically fit, have sufficiently trained for participation in this event, and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRC are being accepted by the Second Chances Foundation, including but not limited to its officials, agents, volunteers, sponsors, employees, and Audio Systems, Inc. d/b/a Back 40 Events, organizers and administrators (hereinafter collectively referred to as "The Second Chances Foundation" and/or the "Need 2 Succeed (N2S) 5k Obstacle Course Challenge") in consideration for permitting me to participate in this event. In consideration for allowing me to participate in this event, I hereby agree to waive and relinquish all claims I, my executors, administrators, minor/ward, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf (hereinafter collectively referred to as "Releasors"), may have for injuries, illnesses, damages, expenses or loss as a result of participating in these activities against The Second Chances Foundation. When registering online, my online signature shall substitute for and have the same legal effect as an original signature. PARTICIPATION WILL BE DENIED, if the signature of an adult participant and/or parent/guardian and date are not signed at the time and place of the race. The Second Chances Foundation is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. The Second Chances Foundation continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for the race, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I am solely responsible for determining if I or my minor child/ward is physically fit and/or skilled for the race or activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I do hereby fully release and forever discharge The Second Chances Foundation from any and all claims for injuries, damages and/or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with these programs/activities.

____ I HAVE READ AND FULLY UNDERSTAND THE ABOVE IMPORTANT INFORMATION, WARNING OF RISK, ASSUMPTION OF RISK AND WAIVER AND RELEASE OF ALL CLAIMS.

NO REFUNDS.

Participant Signature: _____

Guardian (if under 18): _____

Please make check to: **Second Chances Foundation**

Mail to:

Second Chances Foundation

534 Milton Rd

Milton Twp, ME 04219

