

# Chiditarod 2013

## Indemnity / Declaration Limitation of Liability

For the avoidance of doubt, the term "Sponsor" shall mean "Chiditarod, Chiditarod Foundation, volunteers, directors, officers, organizers, corporate entities, participants, agents and families of the Chiditarod, in addition to any and all partners, sponsors or charitable recipients associated with Chiditarod, their agents, employees and partners."

In consideration of being allowed to participate in the Chiditarod ("Chiditarod"), I, \_\_\_\_\_, ("Participant"), for myself, my executor, family, friends, acquaintances, administrators and assigns, hereby agrees to hold harmless, release and discharge Sponsor arising from any and all claims, actions or damages without any limitation whatsoever, whether consisting of personal injury, permanent disability, property damage or death, and all other known and unknown risks, that do or may result in any way from my participation in this Chiditarod, whether such injuries of any kind or nature are caused by negligence on the part of the Sponsor or not, assuming for myself any and all responsibility and liability for same.

I affirm that the shopping cart I will use during the Chiditarod is my lawful property or else its lawful owner has expressly sanctioned my use and any modification of it for the purposes of participating in the Chiditarod. I agree to remove the cart at the end of the race or I will forfeit the cart deposit. I affirm and covenant that I am at least 21 years of age. I acknowledge that if I bring a minor to the Chiditarod, their participation is limited to the starting line only, and their safety, well-being, and actions are my responsibility as their legally attending guardian.

I acknowledges that the Chiditarod is an athletic event and as such has certain risks and that injuries may occur. Participant acknowledges that he or she is physically fit and sufficiently trained to participate in the Chiditarod as an athlete voluntarily engaging in this Chiditarod, Participant assumes these risks.

I acknowledge that I have in my possession the rules that govern the Chiditarod, I have read and understand these rules completely, and fully agree to comply with these rules. I agree to take all necessary precautionary measures to minimize my own risk and shall be solely responsible for any loss, damage, personal injury or death suffered by myself, or caused to third parties as a result of any act, default, neglect or omission by myself.

I acknowledge that the Sponsor reserves the right to cancel or vary all or any part of the Chiditarod before and/or during the Chiditarod and that all decisions are final. I acknowledge that my entry fee is non-refundable.

I agree that this Declaration of Limitation of Liability and Indemnity Agreement extends to all acts of negligence by the Sponsor and is intended to be as broad and inclusive to the fullest extent permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge that the Sponsor shall have the license and privilege, without further compensation to Participant, to use the name and likeness of Participant and team for the promotion, and advertisement of the Chiditarod in this and future years.

I declare that I have read this document, that I fully understand its terms, that I understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Printed name: \_\_\_\_\_ Team: \_\_\_\_\_