

Sauk Prairie Endurance Club Waiver Agreement

Please read this document carefully before signing. This waiver agreement will affect your legal rights and will limit or eliminate your ability to bring a future lawsuit. I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this Waiver Agreement by affixing my signature below and that these statements are being accepted by the Sauk Prairie Endurance Club in consideration for accepting me as a member and permitting me to participate in club activities.

1. I acknowledge that endurance training is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property damage. I acknowledge and agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in training sessions.

2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might attempt to sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE the Sauk Prairie Endurance Club and its officers and members from any and all claims, causes of action, damages, losses, and liabilities of every kind for death, personal injury, or property damage, which may arise out of, result from, or relate to my participating in, or my traveling to or from, any Sauk Prairie Endurance Club activity, including, but not limited to any claims for theft, damage to any equipment, negligence, partial or permanent disability, claims relating to the provision of first aid, medical care, medical treatment, or medical decisions, and any claims for medical or hospital expenses.

3. I acknowledge and ASSUME ALL OF THE RISKS of training and racing with the Sauk Prairie Endurance Club. I acknowledge that these risks may include dangerous conditions and exposure to potential physical injury or even death resulting from, among other things, falls, contact with vehicles, contact with other participants, the effects of weather, defective equipment, and dangerous conditions on the roads or in the water. By signing below, I understand that I will be participating in all aspects of training and racing at my own risk, and I am waiving and releasing my legal rights to sue for any injury or damages resulting from training and racing. I further understand that these risks may be the result of negligence or carelessness on the part of members of the Sauk Prairie Endurance Club.

4. I FURTHER COVENANT and AGREE NOT TO SUE any member of the Sauk Prairie Endurance Club for any of the claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS members of the Sauk Prairie Endurance Club from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, resulting from my breach or failure to abide by any part of this Waiver Agreement.

Print Name _____ Phone _____ *Emerg Phone _____

Signature _____ (*Where someone can be reached if you become injured)

Age _____ Date of Birth _____

Date _____ Email _____

Send to: Mr. Hans Fester, 65 8th Street, Prairie du Sac, WI 53578 or bring to next SPEC Club Meeting.

If you are under 18 years of age, a parent or legal guardian must read and sign the above waiver, complete the following section and sign below where indicated:

I (print name) the undersigned, am the parent and/or legal guardian of (Minor's Name). I hereby acknowledge that I have read the foregoing waiver for and on behalf of the minor named herein and hereby bind myself, the minor and our successors to the terms of the foregoing waiver. I represent that I have the legal capacity and authority to act for and on the behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned above for any claims made or liability assessed against any of them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor named herein.

Date: _____

(Print Parent/Guardian Name)

(Parent/Guardian Signature)