

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY

In consideration of the opportunity to participate in the Gaylord Area Convention and Tourism Bureau's Michigan Snowmobile Festival Rodeo, Fun Run and/or Vintage/Antique Sled Ride and parade (Event), I hereby agree to the following Waiver and Release of Liability (Agreement) as required for registration:

1. **Waiver and Release of Liability:** My participation in the Event is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:

a. I hereby release and hold harmless the Gaylord Area Convention & Tourism Bureau, the Gaylord Area Chamber of Commerce, The City of Gaylord, The County of Otsego, Treetops Acquisition Company LLC, TAC II, LLC, Otsego County EMS, Otsego County Fire Department, as well as their officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.

b. I recognize the physical exertion involved in the Event and attest and certify that I am physically fit to compete safely, and I have not been advised otherwise by a health care professional.

c. As between each of the Releasees and me, I will be solely responsible for any and all medical or other bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Event, including those sustained on the premises where the Event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation. I recognize the Risks associated with participation in the Event and assume full responsibility for my Claims arising from those Risks.

d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. **General Provisions:**

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the state courts located in Otsego County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I WARRANT THAT I HAVE READ AND UNDERSTAND THE ENTIRE **PARTICIPANT WAIVER AND RELEASE OF LIABILITY** ON THE PRIOR PAGE. IT INVOLVES MY WAIVER AND RELEASE OF SIGNIFICANT RIGHTS, AND MY ASSUMPTION OF SIGNIFICANT INDEMNIFICATION RESPONSIBILITIES IN PARTICIPATING IN THE EVENT. I AGREE WITH THOSE TERMS, AND SIGN THIS AGREEMENT VOLUNATARILY.

Participants Signature _____ Date _____

Printed Name _____ Date of Birth _____

Address _____

City _____ STATE _____ ZIP _____

Phone _____ Email _____

Emergency Contact _____ Phone _____

Participants Signature _____ Date _____

Printed Name _____ Date of Birth _____

Address _____

City _____ STATE _____ ZIP _____

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Participants Signature_____ Date_____

Printed Name_____ Date of Birth_____

Address_____

City_____ STATE_____ ZIP_____

Phone_____ Email_____

Emergency Contact _____ Phone_____

Parents or Guardians additional indemnification

(Must be completed for participants under the age of 18)

In consideration of_____ (Print minor's name) ("Minor").

A minor is permitted to participate in only the The Michigan Snowmobile Festival, Snomo Rodeo, Fun Run and related activities. I am the parent or guardian of the above minor, and I further agree to indemnify and hold harmless the Releasees from any and all Claims that are brought by, or on behalf of Minor, and that are in any way connected with such use or participation by Minor.

Parent or Guardian : _____(signature)

Name (Printed or Typed):_____

Date: _____