

SPECIAL OLYMPICS North Carolina
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

In consideration of participating in the **Special Olympics North Carolina** (“2018 Burpee by the Lake presented by the Gastonia Police Department”), I represent that I understand the nature of Burpee and Exercise and that I and/or my minor child am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which traffic hazards are to be expected. I acknowledge that if I and/or my minor child believe event conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Activity.

I fully understand that Burpee and Exercise events involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I and/or my minor child incur as a result of my and/or my minor child's participation in the Activity.

I hereby release, discharge, and covenant not to sue Special Olympics, Inc., Special Olympics North Carolina, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my and/or my minor child's behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND PARENTAL CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Signature of Participant (only if age 18 or over)

Date: _____

Signature of Parent/Legal Guardian
(if participant under age 18)

**CITY OF GASTONIA & GASTONIA POLICE DEPARTMENT
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

In consideration of participating in the City of Gastonia, Gastonia Police Department Burpee by the Lake (the "Activity") to benefit Special Olympics North Carolina, I represent that I understand the nature of the Burpee by the Lake and that I, and/or my minor child, are qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted on Saturday, October 6, 2018, at Rankin Lake Park, 1750 Rankin Lake Rd, Gastonia, N.C. I acknowledge that if I and/or my minor child believe event conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Activity.

I fully understand that Burpee by the Lake events involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of any Releasee described below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I and/or my minor child incur as a result of my and/or my minor child's participation in the Activity.

In relation to the Burpee by the Lake event described above, I hereby release, discharge, and covenant not to sue the City of Gastonia or the Gastonia Police Department its respective council members, elected officials, agents, administrators, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, including attorney's fees, claims, demands, losses, or damages on my account, and/or on account of my minor child, caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my and/or my minor child's behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND PARENTAL CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant and
Date:

Signature of Participant (only if age 18 or over)

Signature of Parent/Legal Guardian
(If participant under age 18)

