

# The Patriot Challenge

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

The Patriot Challenge is a trademark of The J Cube Inc

I understand that entering The Patriot Challenge is a hazardous activity.

I understand that The Patriot Challenge presents extreme obstacles that may include, but not be limited to: fire, mud, cargo climbs, rivers/streams, and steep hills.

I agree not to participate unless I am medically able.

I agree not to consume alcohol prior to The Patriot Challenge or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the The Patriot Challenge.

I agree to abide by any decision of a race official relative to my ability to safely compete in the race.

I agree to obey all civil and criminal laws at all times.

I assume all risks associated with competing in The Patriot Challenge including, but not limited to: falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, any defects or conditions of premises, and the effects of weather including high heat and/or humidity, all such risks being known and appreciated by me.

I agree that The J Cube Inc, its owners, all operators and landowners involved with The Patriot Challenge are not responsible for any personal items or property that is lost or stolen at The Patriot Challenge.

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may 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.

I agree to and will abide by The Patriot Challenge requirements that no pets, wheeled baby strollers, or other wheeled means of transportation are permitted specifically within the race obstacle course.

I hereby give The J Cube Inc., its assigns, licensees, and legal representatives the irrevocable right to use my name, picture, portrait, or photograph in all forms and media and in all manners, including composite, for advertising, for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, which may be created in connection therewith.

I agree that all entry fee payments are final and nonrefundable.

I agree that the official The Patriot Challenge race directors reserve the right to cancel The Patriot Challenge in the event of accidents, acts of war or terrorism, military or armed conflicts, insurrections, rebellions, riots, explosions, lightning, earthquakes, fires, storms and floods, or, if in the discretion of The J Cube Inc, any such acts or causes which require cancellation of the event for safety or security reasons, or, if The J Cube Inc cancels the event for any other reason pursuant to 48 hour written notice. In the event of such cancellation, there will be no refund of my registration fee.

I understand and agree that I am expected to exhibit appropriate behavior at all times and to obey all laws. This includes, generally, respect for all people, equipment, and facilities. The J Cube Inc may dismiss me, without refund, should my behavior endanger the safety of or negatively affect a race, person, facility, or property of any kind.

I understand, agree, and accept that some of the obstacles may go through water that has not been tested for chemicals, disease, or any contamination whatsoever.

I understand that The Patriot Challenge course may contain wild animals, insects, and plants, and I assume the risk of participating in The Patriot Challenge by and among The Patriot Challenge course's contents.

I agree not to dive into or enter unknown or unseen areas head first. This includes streams, rivers, tunnels, and mud pits.

I attest that, if I am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I should have or did consult a physician before participating in The Patriot Challenge.

**\*\*DISCLAIMER\*\***

When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. I agree that I will sign an original form the day of The Patriot Challenge. I understand that my PARTICIPATION WILL BE DENIED if the signature of an adult participant or parent/guardian and date are not signed at the time and place of the race. I understand that The J Cube Inc is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. I understand that The J Cube Inc continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. I also understand, however, that participants and parents/guardians of minors registering for the race, programs, and activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities and 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.



