

BURN IT TO EARN IT PARTICIPANT Participation Agreements

Rules: I agree to become familiar with and abide by all rules of Burn It to Earn It and Medical Rehabilitation Systems LLC. (Make sure to include the “rules” for participants)

Emergency Delay or Cancellation: I acknowledge that the Burn It to Earn It may be delayed, modified, or canceled if conditions or emergencies make administering the event unreasonably difficult or unsafe. In the event of a delay, modification, or cancellation of the event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the event.

Removal: I understand that event personnel may immediately **remove from the facility** anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind.

Attitude and Behavior: Participants agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Media Release: The event personnel will take photographs and video footage of the participants during the event. This footage may be used for marketing/promotional material for Medical Rehabilitation Systems LLC and any of its programs.

Violence and Weapons: Use of violence and/or possession of weapons is strictly prohibited.

Pets: Pets are not permitted on site.

Alcohol & Drugs: Alcohol and/or drugs are strictly prohibited. Participant agrees that Participant shall not consume alcohol prior to event or use medication or any substance that will affect the Participant’s mental or physical ability to participate in event.

Statement of health: By signing this form, I warrant that I am in good health and in proper physical condition to safely participate in the event. I certify that they have no known or knowable physical or mental conditions that would affect my ability to safely participate in the event, or that would result in creating a risk of danger to myself or to others. I understand that all participants are encouraged to get medical clearance from his/her personal physician prior to participation. I am responsible to continuously monitor my own physical and mental condition during the Course, and agree to withdraw immediately and to notify appropriate personnel if at any point I can not continue participating in the event or continued participation would create a risk of danger to anyone.

Medical Care: By signing this form, I represent and warrant that I am covered by medical insurance. There will be medical staff on site during the event. In the event of an injury that renders me unconscious or incapable of making a medical decision, appropriate event personnel and emergency medical personnel at the event are authorized to make emergency medical decisions on the participant’s behalf (including, but not limited to CPR and AED). Event personnel may also secure emergency medical care or transportation (i.e., EMS) when deemed necessary. I agree to assume all costs of emergency medical care and transportation.

I have read and understand fully the Participation Agreements:

Signature of Participant: _____

Signature of Parent/Guardian of Participant: _____
(Required if participant is under 18 years of age)

**BURN IT TO EARN IT PARTICIPANT
ASSUMPTION OF RISK, WAIVER OF LIABILITY,
AND INDEMNITY AGREEMENT**

Assumption of Risk

The Burn It to Earn It is meant to be an exciting test of physical fitness. By signing this form, I acknowledge that the event carries with it inherent risks of physical injury. The inherent risks include, but are not limited to: 1) contact or collision with persons or objects; 2) encounter with obstacles; 3) equipment related hazards.

I understand that it is my responsibility to inspect the facilities, equipment, and areas to be used, NOTE that facilities, equipment and areas to be used must be made available to participants for inspection at a reasonable time prior to event and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the event, I am acknowledging that I have found the facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

I understand fully the risks involved in the event and assert that I am willingly and voluntarily participating in the event. I acknowledge that I know the nature of the event, understand the demands of this activity relative to my physical condition, and I understand the potential impact of the types of injuries that may result from the event. I hereby assert that I knowingly assume all of the inherent risks of the activity known and unknown and take full responsibility for any and all damages, liabilities, losses, or expenses, including but not limited to injury and/or death, that I may incur as a result of participating in this event.

Parties

Released Parties include the directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers of Medical Rehabilitation Systems LLC; all Burn It to Earn It event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

Releasing Parties include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

Indemnification Agreement

I hereby agree to hold harmless, defend and indemnify the Released Parties from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation in the event; and 2) Against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the event. For the purposes hereof, "claims" includes all actions and causes of action, claims, losses, costs, expenses and damages, including legal fees and related expenses.

I hereby forever waive, release, covenant not to sue, and discharge the Release Parties from any and all claims resulting from my participation in the event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the event participation. This includes injury during course inspection, observation, practice runs, the event, and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

Acknowledgment of Understanding:

I have read and understand fully the Agreements, Assumption of Risk, Waiver of Liability, and Indemnification Agreement. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability of Medical Rehabilitation Systems LLC and all Released Parties to the greatest extent allowed by law.

** Required if participant is under 18 years of age:	
Printed Name of Participant:	Printed Name of Parent/Guardian:
Signature of Participant:	Signature of Parent/Guardian:
Date:	Date: