



**PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT Please read and be certain you understand the implications of signing.**

*Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.*

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Operation Beachhead, Inc. transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, sliding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result in frost nip, frostbite, heat exhaustion, heatstroke, sunburn, hypothermia and dehydration. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and other weather conditions.
7. Accidents or illness occurring in remote places where there are no available medical facilities.
8. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
9. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

\*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

**Operation Beachhead, Inc.**

Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs,



survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person of property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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Signature of Adult Participant	Name of Participant (Please Print)	Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to

his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

**Minor Information**

Signature of Parent or Adult Guardian	Name Parent or Adult Guardian (Please Print)
Name of Minor	Date

**Waiver and Release of Liability.** In consideration of participation in Operation Beachhead activities, the undersigned:

1. I authorize Operation Beachhead, Inc. and related or authorized media outlets to utilize any photographs and videotape of my participation in any and all Operation Beachhead related events and activities for any and all purposes.
2. Acknowledged and fully understands that each participant will be engaging in activities that involve risk and injury to themselves.
3. Assumes any and all risks of personal injury and authorize the Spring Lake Lifeguards to contact or render any medical treatment that may be deemed necessary. I give authorization to a physician to treat or render emergency medical treatment when necessary. If such medical treatment is necessary, I agree to pay all medical bills relating to injury arising from participation in the event or activity.
4. Release, waive, discharge, and convent not to sue the Operation Beachhead, Inc., The Borough of Spring Lake, The Spring Lake Lifeguards, their respective administrators, directors, coaches and any other employees or volunteers of these organizations, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessees of premises used to conduct the event, all of which are hereinafter referred to as "releasees" from any and all liability, loss, damage, claim, demand, or cause of action against those attributable to participation in the event or activity, whether same shall arise by their negligence or willful or wanton misconduct of one of those individuals or organizations.
5. Warrant that I am in good health and have no physical condition that would prevent me from participation in the event or activity.

I have read the above waiver and release, understand that I have given up substantial rights by signing it and sign voluntarily.

Participants Signature	Participant's Name (Please Print)	Date
<b>Minor Information</b>		
Signature of Parent or Adult Guardian	Name Parent or Adult Guardian (Please Print)	
Name of Minor	Date	