



**BLUFFS PERFORMANCE AND BLUFFS PERFORMANCE ATHLETICS  
LIABILITY WAIVER, RELEASE AND INDEMNITY**

I \_\_\_\_\_ understand and agree that my participation in events, programs, sports, races or activities (collectively, "Activities") organized, operated, conducted and/or sanctioned by 1801494 Ontario Limited and/or Bluffs Performance Athletics and its agents or representatives, including without limitation, Wade McAlister and Hillar Sorra, (referred to collectively and individually as "Bluffs Performance"), is conditional upon my execution of this document.

1. I am aware that exercise, fitness training and endurance sports involve the possibility of injury or death. I freely accept and fully assume all such risks, and all others arising from Activities hosted by Bluffs Performance that I may be involved in.
2. I understand that all applicable rules for participation must be followed and that the **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all Bluffs Performance Activities.
3. I undertake and agree to remove myself from participation in any Bluff Performance Activities, if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason.
4. I agree to waive and release Bluffs Performance, the venues at which Bluffs Performance Activities take place, and those organizing, officiating, or participating in such Activities, including their respective officers, directors, employees, agents, volunteers and representatives (the "Releasees") of and from, any and all liability for any losses, claims, actions, liabilities, damages, costs, expenses and demands for death, personal injury, damage or loss to property and any and all other loss or injury (collectively, the "Claims") that I may suffer, before, during or after such Activities.
5. I agree to hold harmless and indemnify the Releasees from any and all Claims which I or any third party may have arising from or out of my participation in Bluffs Performance Activities or my use of or presence on the venues hosting Bluffs Performance Activities, whether arising out of or in any way connected to my actions, including my negligence, while participating in the Activities, or whether occasioned, wholly or in part, by any act or omission on the part of any one or more of the Releasees.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

**PHOTO and MEDIA RELEASE**

I, the undersigned, do hereby consent and agree that Bluffs Performance, its employees or agents have the right to take photographs, videotape, or digital recordings of me and to use these in any and all media, now or hereafter known, and exclusively for the purpose of Bluffs Performance's marketing, sales and promotions. I do hereby release to Bluffs Performance, its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.



I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback. I also understand that Bluffs Performance is not responsible for any expense or liability incurred as a result of my participation in this recording.

**Participant's Name:** \_\_\_\_\_ **D.O.B:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_  
**Postal Code:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**Emergency Contact:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this waiver, release and indemnity agreement.

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(if 18 years or older, if not, parent/guardian to sign below)

**PARENTAL/GUARDIAN CONSENT FOR MINOR PARTICIPANT**

I am the parent or legal guardian of the minor person noted above.

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person noted above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I agree to waive, release and indemnify Bluffs Performance and the other Releasees on the terms set out above.

[  ] Please check if you do not wish for your child/ward to be photographed or videotaped during Bluffs Performance Activities. This will require that your child/ward be temporarily removed from any given Activity in which they are participating. Your child/ward will return to the Activity once photography or recording is complete (usually less than 5 minutes in duration).

I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against Bluffs Performance and the other Releasees.

**Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_