

# ***RAMPAGE AT THE RIDGE KIDS COURSE WAIVER***

## **PARENTAL/GUARDIAN CONSENT AND LEGAL LIABILITY AGREEMENT**

**PARENTS/GUARDIANS OF MINOR PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS THE LEGAL RIGHTS OF YOUR CHILD(REN) AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. AS THE PARENT OR GUARDIAN OF A MINOR UNDER THE AGE OF 18 WHO IS ATTENDING THE RAMPAGE AT THE RIDGE KIDS COURSE EVENT WITH YOU, BY AGREEING TO THIS DOCUMENT, YOU HEREBY AGREE TO THE TERMS OF THIS DOCUMENT ON THEIR BEHALF AND GIVE APPROVAL FOR THE MINOR'S PARTICIPATION IN THE RAMPAGE AT THE RIDGE KIDS COURSE EVENT UNDER YOUR DIRECT SUPERVISION.**

### **Parties**

**Released Parties** include RAMPAGE AT THE RIDGE (United Way of Northeastern Minnesota) and its directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, timing company, and volunteers; STATE OF MINNESOTA, acting by and through its Office of the Commissioner of Iron Range Resources and Rehabilitation, and its employees, agents, contractors, insurers, equipment suppliers and volunteers; GUEST SERVICES and its employees, agents, contractors, insurers, equipment suppliers and volunteers all RAMPAGE AT THE RIDGE 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 parent/guardian, his or her minor(s) participating in the Rampage Kids Course (**hereinafter referred to as the RKC event**), and the parent/guardian'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 behalf of the minor(s) participating in the RKC event's behalf and anyone who might claim or sue on behalf of the parent/guardian.

**Assumption of Inherent Risks** The RKC event is a hazardous activity that takes place in a dangerous environment. Some of the activities include but are not limited to, runs, going through pipes, traversing cargo nets, climbing walls, and traversing muddy areas. The environment, the activities, and the competitive efforts of the participants can put other participants at serious risk of injury. Some of the inherent risks to participants include, but are not limited to contact or collision with 1) persons or objects (e.g., collision with other participants, course personnel, spectators), motor vehicles or machinery, and natural or man-made fixed objects or obstacles; 2) obstacles (e.g., natural and man-made water, road and surface hazards, barbed wire, and pipes); 3) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 4) inadequate first aid and/or emergency measures; 5) judgment and/or behavior-related problems (e.g., erratic or inappropriate behavior by other participants, personnel, or spectators, and errors in judgment by personnel working the event); and 6) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks). I understand, agree, and accept that some of the obstacles I (or my minor(s)) may go through contain water that has not been tested for chemicals, disease, or other contamination. I agree not to dive head first into a mud pit and to instruct my minor(s) not to also.

**I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic.** Common minor injuries include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. Less common serious injuries also sometimes occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat - related illness, mental stress or exhaustion, infection, and concussions. Catastrophic injuries are rare; however, we feel that our participants and their parents should be aware of the possibility. These injuries can include but are not limited to permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

**I understand fully the inherent risks of my minor(s) participating in the RKC event as well as the inherent risks in connection with the RKC event.** I have read the preceding paragraphs and acknowledge that I know, understand, and appreciate the risks. I hereby give my full consent and approval for my minor(s) to participate in the RKC event and assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for the supervision in addition to all damages, liabilities, losses, or expenses that I incur as a result of my presence in at the RKC event.

**Waiver of Liability for ORDINARY NEGLIGENCE:** In consideration of my minor(s) being permitted to participate in the RKC event, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Rampage at the Ridge and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the RKC event or the ORDINARY NEGLIGENCE of Rampage at the Ridge (hereafter used when referring to the corporate entity and other released parties) that I or my minor(s) may have arising out of my or my minor(s)'s presence at the RKC event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the RKC event, which 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.

**Indemnification Agreement:** In consideration of being permitted to attend the RKC event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify Rampage at the Ridge. (and the other 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 or my minor(s)'s attendance at and/or participation in the RKC event; and 2) Against any and all claims of co- participants, co-spectators, rescuers, and others arising from my or my minor(s) conduct in the RKC event. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the RKC event.

**Other Agreements**

- 1) Venue and Jurisdiction: I understand that if legal action is brought, the appropriate state or federal trial court for the county of St. Louis in the State of Minnesota has the **sole and exclusive jurisdiction** and that **only the substantive laws of the State of Minnesota shall apply**.
- 2) I assert that this Agreement is intended to be as **broad and inclusive as is permitted** by the State in which the RKC event is held and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then the remaining portions shall remain in full effect.
- 3) I affirm that this agreement supersedes any and all previous oral or written promises or agreements; constitutes the **entire agreement** between me and Rampage at the Ridge; and can be amended only by a written document duly executed by all parties.
- 4) In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of or relating to my presence at the RKC event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. I further acknowledge and agree that any question, issue, or dispute as to the arbitrability of any dispute, controversy, or claim arising out of my participation in the RKC event, will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at [www.adr.org](http://www.adr.org).
- 5) I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- 6) I agree to dress myself and my minor(s) appropriately as to mitigate risk of physical injury to myself or my minor(s) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in the RKC event; and dressing in conjunction with the weather.
- 7) I agree I have authority to act on behalf of my minor(s) attending the RKC event.

**Health-Related Permissions:** In the event of an injury or illness that renders me or my minor(s) unconscious or incapable of making a medical decision, I authorize appropriate Rampage at the Ridge personnel and emergency medical personnel at the event to make emergency medical decisions on my and my minor's behalf (including, but not limited to the administration of CPR and AED). I further authorize Rampage at the Ridge to secure necessary emergency medical care or transportation (i.e., EMS) and I agree to assume all costs of emergency medical care and transportation.

1. I acknowledge and fully understand that the minor(s) for whom I execute this document may engage only in activities related to the RKC event and that such activities involve risk of serious injury, as described above, and severe social and economic losses which might result not only from the minor's own acts, omissions, or negligence but from the acts, omissions, or negligence of others, and further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time.
2. I acknowledge and fully understand that the minor(s) for whom I execute this document will not be subject to supervision by the employees or agents of Rampage at the Ridge and that I will be responsible for supervising the above named minor in their use of the RKC Area.
3. I attest that, if I (or my minor(s)) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my minor(s)) should have or did consult a physician prior to participating in the RKC event.
4. I assume all risks and hazards incidental to participation in the RKC event, and I hereby waive, release, absolve, indemnify, and agree to hold harmless the Released Parties for any claim arising or of an injury to my minor(s) and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my minor's participation in the RKC event. I attest that the minor(s) for whom I execute this document, the below-named participant(s), is/are a minimum of two (2) years of age as of the date of the RKC event.
5. I have evaluated the ability of my minor(s) to be present in the RKC event, based on prior experience with my minor(s) in similar situations.

\_\_\_\_\_  
Child's Name

\_\_\_\_\_  
Birthdate

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date