

Game Participant Disclaimer

Acknowledgement & Assumption of Risks:

All Midnight Madness Brevard game activities may involve risks, hazards, and dangers. Some risks are inherent in the activities themselves and can not be eliminated or reduced. These inherent risks and other risks, hazards, and dangers present the possibility to cause injury, property damage, illness, mental or emotional trauma, allergic reaction, disability or death. I understand that Midnight Madness Brevard, hereby referred to as MMB and including all organizers, helpers, and location property owners do not want to frighten me or reduce my enthusiasm for these activities, but believes that it is important for me to know in advance what to expect and to be informed of the risks.

Some, but not all of these risks, hazards, and danger includes:

- Property use. MMB uses many different locations for their game activities. While MMB goes through great lengths to assure your safety at these locations, the possibility of injury, damage, death, or other loss can still occur. By agreeing to the terms of this disclaimer, you waive MMB, it's organizers, helpers and all MMB game location landowners, both private and public, from any responsibility associated with any injury, damage, death, or other loss in any way connected with my participation in MMB activities or use of MMB equipment, facilities or game locations.
- Travel in vehicles. All rules of the road are to be observed at all times and MMB is not responsible for you, your vehicle, anyone else's vehicle, your fuel or any actions which may result due to you or your teams failure to obey all laws, traffic or otherwise.
- Equipment used in an activity may break fail or malfunction, despite reasonable maintenance and use and MMB, it's organizers, helpers and all MMB game location landowners, both private and public are not responsible for any injuries which may be suffered from such an unforeseen accident.
- MMB, it's organizers, helpers and all MMB game location landowners, both private and public, must make various judgments and decisions as they conduct THE GAME activities in changing outdoor environments. These judgments are, by their nature, imprecise and subject to error. Consequently, there are risks involved in MMB, it's organizers, helpers and all MMB game location landowners, both private and public, decision making and conduct, including, without limitation to, the risk that a MMB representative may misjudge a client's capabilities, or misjudge weather, terrain, water level, river and/or terrain route location, or misjudge medical treatment.
- The potential exists that A PLAYER, other participants, or third parties (e.g. rescue squad, hospital) may act carelessly, recklessly or generally fail to exercise care and that MMB, it's organizers, helpers and all MMB game location landowners, both private and public are not responsible for such acts.
- MMB activities may take place in remote places, several seconds, minutes, hours or days from any medical facilities, where communication and transportation are difficult and where evacuation and medical care may be delayed and that by agreeing to the terms of this disclaimer you waive MMB, it's organizers, helpers and all MMB game location landowners, both private and public from all responsibility in such a case where emergency care may be delayed.

Such other risks, hazards, and dangers that are generally associated with GAMING activities:

These and other risks, hazards and dangers may result for players (for example): 1) falling, 2) being struck, 3) colliding with objects or people, 4) experiencing vehicle collision, 5) wild animal attacks 6) being cut. These and other circumstances may cause dehydration, drowning, broken bones, concussions, wounds, or other injury or illness, mental trauma, disability or death. I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards, and dangers may result in injury, damage or other loss. I acknowledge that participating in these activities may require a degree of skill and knowledge different from other activities and that I have had responsibilities in as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in MMB activities that have not been disclosed to MMB. I represent that I am fully capable of participating in these activities without causing harm to myself or others. I acknowledge that MMB ORGANIZERS are, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards, and dangers associated with these activities. I understand the presence of MMB personnel is no assurance of my safety or the lessening of these risks.

My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks. Therefore, I assume and accept full responsibility for myself, for those risks identified here and for those risks not identified, and for injury, death, property loss or expenses suffered by myself and them, resulting from those risks, and resulting from my own negligence.

Release & Indemnity Agreement

I, for and on behalf of myself and my children, heirs, executors, administrators and representatives, agree to release, indemnify and defend MMB, it's organizers, helpers and all MMB game location landowners, both private and public, with respect to all claims, liabilities, losses, suits or expenses (including costs and reasonable attorneys fees) made or brought by anyone, including a co-participant, third party, my child, or any members of my family arising out of any injury, damage, death, or other loss in any way connected with my participation in MMB activities or use of MMB equipment, facilities or game locations. This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of MMB, its organizers, helpers and all MMB game location landowners, both private and public. I understand and I agree here to waive all claims against MMB, it's organizers, helpers and all MMB game location landowners, both private and public, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against MMB, it's organizers, helpers and all MMB game location landowners, both private and public, as a result of any injury, damage, death or other loss suffered by me.

Photo/Video Release: I authorize MMB, and /or parties designated by MMB, to use any photos and/or videos taken of myself during MMB game play to be used for sale or reproduction in any manner MMB desires, for advertising, display, audiovisual, exhibition or editorial use.

Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions of the Document, and those remaining provisions shall continue in full force and effect. I have carefully read, understand, and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself, my family, heirs, executors, representatives and estate.

Last Name:	Middle Name:	First Name:	Phone #:
Address:	City:	State:	Zip Code:
Emergency Contact Person:		Relationship To You:	Phone #:
Signature: _____		Date: _____ / _____ / _____	

By signing this disclaimer, I understand I am embarking on an exciting, yet challenging adventure that may include a certain degree of risk and I agree to abide by all terms listed, discussed and inferred to in this disclaimer and waive all responsibility from MMB, it's organizers, helpers and all MMB game location landowners, both private and public.