

9th Annual Pumpkin Run ATV Rally

October 6-9, 2011

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK – **MUST BE COMPLETED AND SIGNED!**

Please Print Name _____ Age _____

Address _____

City _____ State _____ Zip _____ Phone # _____

Email _____

Signature: _____ Date _____

In consideration of the services of the Mercer Area Chamber of Commerce Inc. and the Hurley Area Chamber of Commerce Inc., their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in capacity on their behalf (hereinafter collectively referred to as Mercer Area Chamber of Commerce Inc. or the Hurley Area Chamber of Commerce Inc.) I hereby agree to release and discharge Mercer Area Chamber of Commerce Inc. and the Hurley Area Chamber of Commerce Inc., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that certain known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply can not be eliminated without jeopardizing the essential qualities of the activity. **The risks include among other things:** Collision with other riders or objects along the trails, walls or other fixed objects : falling down: my own equipment failure or the failure of other's equipment : my own or other's negligence : objects or conditions on the surface that may cause me to fall : broken bones; sprains: head, neck and back injuries: abrasions: and bruises. Furthermore, employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Mercer Area Chamber of Commerce Inc. and the Hurley Area Chamber of Commerce Inc. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Mercer Area Chamber of Commerce's or the Hurley Area Chamber of Commerce Inc. equipment or facilities, **including such Claims which allege negligent acts or omissions of.**

4. Should the Mercer Area Chamber of Commerce Inc or the Hurley Area Chamber of Commerce Inc. anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating. Or else, I agree to bear the costs of such injury or damage . I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity. Or else, I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

IN consideration of _____ (Print Minor's name)

being permitted by _____ (Print Parent or Guardian's name) to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless the Mercer Area Chamber of Commerce, Inc. and the Hurley Area Chamber of Commerce Inc., from any and all Claims which are brought by, or on behalf of the said Minor, and which are in any way connected with such use or participation by the said Minor.

Parent or Guardian Signature _____ Date: _____

RETURN COMPLETED FORM TO THE MERCER AREA CHAMBER OF COMMERCE 5150N Hwy 51, Mercer, WI 54547 or fax to (715) 476-2389 or email to info@mercerc.com.