

Flamborough Paint Challenge Waiver

A signed waiver must be submitted upon registration at the event. Failure to do so will mean you will not be able to participate in the event. If you do not submit a waiver and are denied participation, the ticket is non-refundable. Youth under the age of 18 years must have their waiver signed by a parent or guardian.

Please read the following claims and sign below to indicate your agreement to each of the following:

1. I understand that participating in the Flamborough Paint Challenge is a potentially hazardous activity where powdered colour will be thrown at and around me during the course of the event, and that I have the option to navigate obstacles and physical challenges. I understand that if I chose to participate in this run and its obstacles, I am at risk of injury.
2. I agree to not participate unless I am medically and physically able, which I am solely responsible to determine.
3. I agree to abide by any decision of a Healthy Community - Healthy Youth Flamborough official and they reserve the right to dismiss me from the event for behaviour such as, but not limited to, foul language and conduct unbecoming to the spirit of the event.
4. I assume all risks associated with competing in the Flamborough Paint Challenge, including, but not limited to, slips, falls, contact with other participants or objects, negligent or wanton acts of other participants, any defects or condition of premises, or color zones, man-made obstacles, and surface obstacles, challenging course conditions, uneven terrain, the effects of the weather including high heat, cold temperatures, storms, and/or humidity. All such risks being known, assumed, and appreciated by me.
5. I agree that Healthy Community – Healthy Youth Flamborough is not responsible for any personal items or property that are lost, stolen, stained, or damaged at or during the event.
6. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Assumption and Release extends to any liability arising out of, or in any way connected with, the medical treatment and transportation provided in the event of an emergency.
7. I understand and agree that pets are not permitted to accompany me in the run, and youth under the age of 18 are not permitted to participate or accompany me in the run unless a parent or guardian accepts a waiver on their behalf.
8. I grant permission to Healthy Community – Healthy Youth Flamborough, its affiliates and sponsors to use any photographs, motion pictures, recordings or any other record of this event for any purpose including, but not limited to, promoting, advertising, and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of Healthy Community – Healthy Youth Flamborough.
9. I agree to indemnify Healthy Community – Healthy Youth Flamborough, its affiliates and assigns, from any and all third party claims caused in whole or in

part by my actions

10. I understand that some of the course may go through obstacles, coloured cornstarch or mud, which has not been tested for chemicals or disease.

11. I assume risk of wild animals and insects that may be present on the course.

All Participants

Waiver & Release of all claims and assumption of risk:

I recognize and acknowledge that there are certain risks of physical injury to participants in Healthy Community – Healthy Youth’s Flamborough Paint Challenge, and I voluntarily and knowingly agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I further agree to waive and relinquish all claims I may have (or which may accrue to me) as a result of participating in these activities against Healthy Community – Healthy Youth Flamborough, including its owners, managers, officers and employees, the run officials, agents, volunteers, sponsors, and the owners and operators of the venue (hereinafter collectively referred to as “Administrators”). Participants registering for the run, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. **I agree that I am solely responsible for determining if I am physically fit and/or skilled for the run and activities contemplated by this Assumption and Release.** It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I, for myself and my heirs, do hereby fully release and forever discharge the Administrators from any and all claims for injuries, including death or incapacity, illnesses, damages, expenses or loss that I may suffer arising out of, connected with, or in any way associated with the run, program or activities including injuries caused or associated with transportation to and from the event. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online agreement shall substitute for and have the same legal effect as an original form signature. **PARTICIPATION WILL BE DENIED, if I have not accepted this waiver before the start of the event and tickets will not be re-funded.**

Name – Printed

Name - Printed

Signature of Participant

Signature of Parent/Guardian
if under 18 years old

Date

Age