

MAIN STREET PINEDALE

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WINTER CARNIVAL SKIJORING RACE WAIVER Saturday & Sunday February 15th & 16th, 2020 Bloomfield lot, behind the WYDOT Building

Registration at the Rendezvous Meadow Golf Course, Friday the 14th from 6-8 pm
RACE BEGINS EACH DAY AT 9 AM

You must read and agree to the following waiver in order to participate in this event.

I know and understand that participating in a skijoring race is a potentially hazardous activity. I attest that I am medically able and properly trained for the event and agree to abide by any decisions of a race official or committee relative to my ability to safely complete the run. I assume all risks associated with competing in this event, including to but not limited to: falls, contact with other participants or their horses, effects of the weather, and the condition of the track. All such and related risks are known and appreciated by me. Having read and understood this waiver and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive, indemnify, release, and forever hold harmless race organizers and volunteers, and all sponsors, their officers, employees, agents, representatives and successors, including, but limited to, Main Street Pinedale, owners of the property of the event, and the Town of Pinedale, and their respective heirs, administrators, successors, and assigns from all claims or liabilities of any kind resulting from my participation in this event even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

I grant permission to all foregoing to use any photographs, motion pictures, recordings, or any other record of this event for legitimate purposes. I hereby waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with them now or in the future.

I understand that safe and sportsmanlike conduct is required to participate in this event. If a contestant is deemed unsafe according to these terms, they may be disqualified and will not be allowed to compete. I further understand that participating while under the influence of alcohol and/or illicit substances is not endorsed and is highly discouraged for my own safety and that of others. Main Street Pinedale reserves the right to disqualify and prevent anyone from competing that is deemed unsafe due to the consumption of alcohol and/or illicit substances. The determination of whether a participant is unsafe according to these terms is within the discretion of Main Street Pinedale. I will abide by these guidelines.

Refunds in the Event of Inclement Weather or Unsafe Race Conditions

I acknowledge that the Pinedale Winter Carnival Skijoring Event is to be run on February 15 & 16, 2020. In the event that inclement weather conditions or unsafe track conditions should require cancellation of the race before it is to start or early termination after it has started because of safety concerns, I understand that the race WILL NOT be rescheduled. In this unlikely case, I understand that a portion of my entry fees MAY NOT be refunded for the runs that have been completed.

1. In addition, if you are registering third parties, including minor children, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, you agree that the terms of this Registration Agreement shall apply equally to you and to any third parties for whom you are acting as agent. Compliance with Children's Online Privacy Protection Act (COPPA). You represent and warrant that, in compliance with COPPA, you are over thirteen (13) years of age, and that if you are registering a child under fourteen (14) years of age you are the parent of such

child, and do hereby consent to the collection of such child's personal information by Pinedale Winter Carnival.

2. Limitation of Liability; Disclaimer of Warranties. Main Street Pinedale and the Town of Pinedale SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE IT OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH Main Street Pinedale OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU EXPRESSLY AGREE THAT USE OF Pinedale Winter Carnival IS AT YOUR SOLE RISK. Pinedale Winter Carnival IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. (Main Street Pinedale) EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Main Street Pinedale makes no warranty that the Main Street Pinedale sites' services will be uninterrupted, secure or error free. Main Street Pinedale does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Main Street Pinedale sites. Main Street Pinedale is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Main Street Pinedale sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

3. Indemnification. You agree to indemnify and hold each of Main Street Pinedale and its partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of Main Street Pinedale or the violation of any term of this Liability Waiver or the Main Street Pinedale Terms of Service by you.

4. Applicable Law; Consent to Jurisdiction. The Main Street Pinedale sites (excluding linked sites) are controlled by Main Street Pinedale from within the United States of America. By completing this event registration, both you and Main Street Pinedale agree that the statutes and laws of the State of Wyoming without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Liability Waiver, or other use of the Main Street Pinedale sites. You agree that exclusive jurisdiction for any dispute with Main Street Pinedale resides in the courts of the Wyoming and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Wyoming in connection with any dispute including any claim involving Main Street Pinedale or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

5. Severability. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.

Print Name

Signature

Date

IF UNDER 18 YEARS OF AGE, PARENT'S SIGNATURE IS REQUIRED.

I have received and read this liability release and indemnity agreement and I accept its terms on behalf of my child or ward and agree to all the statements made and the terms and conditions stated above. I further agree to be responsible for said child's or ward's actions while participating in the event, and I will make sure said child or ward understands the terms stated above.

Print Name

Signature

Date