

**SUNDOWN MOUNTAIN DIRTY DASH WARNING, ASSUMPTION of RISK, LIABILITY
RELEASE, INDEMNITY, and HOLD HARMLESS AGREEMENT**

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF
CERTAIN LEGAL RIGHTS.

The **person 18 years of age or over** who is participating at MGV, Inc., d/b/a Sundown Mountain's DIRTY DASH event shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means the PARTICIPANT, as well as the PARTICIPANT's spouse, children, parents, legal 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 PARTICIPANT'S behalf. THE UNDERSIGNED PARTICIPANT agrees and understands that SUNDOWN MOUNTAIN DIRTY DASH (hereinafter the "ACTIVITY") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.

THE UNDERSIGNED PARTICIPANT agrees and understands that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED PARTICIPANT agrees and understands that risks include, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles); 2) encounter with obstacles (e.g., natural and man-made water, road and surface hazards, close proximity and/or contact with smoke, open flame, barbed wire, pipes, and obstacle course equipment); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions, jagged and sharp edges); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate first aid and/or emergency measures; 6) judgment – and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the PARTICIPANT, errors in judgment by personnel working the event; 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks) and 8) the condition of the PARTICIPANT, dehydration, and high elevation.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED PARTICIPANT hereby **ASSUME ALL RISKS** associated with the PARTICIPANT'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED PARTICIPANT AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY **MGV, Inc., d/b/a Sundown Mountain**, its affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from or relating to the UNDERSIGNED PARTICIPANT'S participation in the ACTIVITY, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED PARTICIPANT takes full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED PARTICIPANT **AGREES NOT TO SUE** any RELEASED PARTY and agrees they he/she is **releasing any right to** make a claim or **file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED PARTICIPANT further **AGREES TO DEFEND AND**

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

PARENT/GUARDIAN INDEMNITY AND HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS AN INDEMNITY AND HOLD HARMLESS
AGREEMENT

The **person under 18 years of age** who is participating at MGV, Inc., d/b/a Sundown Mountain's DIRTY DASH event shall be referred to hereinafter as "MINOR PARTICIPANT". THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN agrees and understands that SUNDOWN MOUNTAIN DIRTY DASH (hereinafter the "ACTIVITY") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.

As parent and/or legal guardian of the below-named MINOR PARTICIPANT, I hereby give permission for my child or ward to participate in Mud on the Mountain activities. THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN of the MINOR PARTICIPANT agrees and understands that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN agrees and understands that risks include, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles); 2) encounter with obstacles (e.g., natural and man-made water, road and surface hazards, close proximity and/or contact with smoke, open flame, barbed wire, pipes, and obstacle course equipment); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions, jagged and sharp edges); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate first aid and/or emergency measures; 6) judgment – and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the MINOR PARTICIPANT, errors in judgment by personnel working the event; 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks) and 8) the condition of the MINOR PARTICIPANT, dehydration, and high elevation.

In consideration for allowing the MINOR PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY **MGV, Inc., d/b/a Sundown Mountain**, its affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from or relating to the MINOR PARTICIPANT'S participation in the ACTIVITY, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN takes full responsibility for any injury or loss to MINOR PARTICIPANT, including death, which MINOR PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this agreement, THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN **AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN, the MINOR

PARTICIPANT and/or a THIRD PARTY arising in whole or in part from the MINOR PARTICIPANT'S participation in the ACTIVITY. THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN agrees to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of the MINOR PARTICIPANT.

THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN represents that the MINOR PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN authorizes any RELEASED PARTY and/or their authorized personnel to call for medical care for the MINOR PARTICIPANT or to transport the MINOR PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN agrees that upon the MINOR PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the MINOR PARTICIPANT. Further, THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN **agrees to pay all costs** associated with such medical care and related transportation provided for the MINOR PARTICIPANT and shall **hold harmless, defend, and indemnify the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.**

In consideration for allowing the MINOR PARTICIPANT to participate in the ACTIVITY and for using ski area, facilities, THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN agrees that **ANY AND ALL CLAIMS** for injury and/or death arising from the MINOR PARTICIPANT'S participation in the ACTIVITY shall be **GOVERNED BY IOWA LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **IOWA DISTRICT COURT** in **DUBUQUE COUNTY**.

This agreement shall be binding to the fullest extent permitted by law. If any part of this agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED PARENT and/or LEGAL GUARDIAN.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS.

Printed Name of Child/Ward

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Emergency Contact:

NAME/RELATION

TELEPHONE