Maryland-National Capital Park and Planning Commission
Montgomery Parks
WAIVER OF LIABILITY AND RELEASE

NAME OF PARTICIPANT: _____
(Last) (First)
STREET ADDRESS: _____
CITY: _____ STATE: _____
PHONE: _____ DATE OF BIRTH: _____

EMERGENCY CONTACT:
NAME: _____ PHONE: _____

I recognize that I must be in good physical condition and mental health to participate in Mud Fest activities, and I represent and warrant that I am physically fit and have no medical condition which would prevent my participation. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any or all activities happening at Mud Fest, as set forth in Parks' planned activities brochure. If I have consulted a physician, I have taken the physician's advice. I understand that the Maryland-National Capital Park and Planning Commission ("Commission") reserves the right in its absolute discretion to refuse my participation in an activity happening at Mud Fest on medical, fitness, or other grounds. I also understand the risks associated with coming into contact with, as well as performing activities in mud, and I agree to follow all instructions so that I may safely participate in the Mud Fest activities. In consideration of being permitted to participate in the Mud Fest activities, I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, which I might incur as a result of my participation in Mud Fest. I hereby authorize the Commission and its agents or staff to obtain medical or hospital treatment for me in the event of an emergency without obtaining my (or Legal Guardian's) prior consent.

To participate in Mud Fest activities, participants must follow mud-etiquette-rules posted throughout the event, remain clothed, and keep any skin lacerations covered. Individuals with open wounds or contagious skin ailments are prohibited from participating in any Mud Fest activities.

In further consideration of being permitted to participate in Mud Fest activities, I hereby **WAIVE AND RELEASE** the Commission, its Commissioners, officers, employees, instructors, agents, and representatives (collectively, "Released Party") from any claim, demand, cause of action of any kind resulting from or related to my participation in the Mud Fest offered by the Commission. I agree to indemnify, defend, and hold harmless each Released Party against all claims of any kind which are made against or incurred by the Commission arising from my actions or omissions in connection to my participation in the climbing wall activity. I am legally competent to sign and voluntarily agree to the terms and conditions stated above.

Signature: _____ Date: _____

<u>If Participant is under age 18:</u>
As Parent or Legal Guardian of _____, I consent to all of the above terms and conditions.

Signature: _____ Date: _____
Printed Name:

Witness:_____ Date:_____
Printed Name: