



KIDSWAIVERFORM-MINITRIDENT

**PARENTAL/GUARDIAN CONSENT AND LEGAL LIABILITY AGREEMENT
PARENTS/GUARDIANS OF MINOR PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS THE LEGAL RIGHTS OF YOUR CHILD(REN) AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. AS THE PARENT OR GUARDIAN OF A MINOR UNDER THE AGE OF 18 WHO IS ATTENDING THE TRIDENT RACE EVENT WITH YOU, BY AGREEING TO THIS DOCUMENT, YOU HEREBY AGREE TO THE TERMS OF THIS DOCUMENT ON THEIR BEHALF AND GIVE APPROVAL FOR THE MINOR'S PARTICIPATION IN THE Mini Trident S TESTING EVENT UNDER YOUR DIRECT SUPERVISION.**

PARTIES

Released Parties include The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park and their directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; the Venue, located at 50 Asylum rd Bristol Rhode Island 02809, and its affiliates, general partners, directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all The Trident Race event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

Releasing Parties include: the parent/guardian, his or her minor(s) participating in the Mini Trident s Testing Event (hereinafter referred to as the MT event), and the parent/guardian's spouse, children, parents, 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 behalf of the minor(s) participating in the MT event's behalf and anyone who might claim or sue on behalf of the parent/guardian.

ASSUMPTION OF INHERENT RISKS

The MT event is a hazardous activity that takes place in a dangerous and hostile environment. Some of the activities include but are not limited to, runs, going through pipes, traversing cargo nets, climbing walls, and traversing muddy areas. The environment, the activities, and the competitive efforts of the participants can put other participants at serious risk of injury. Some of the inherent risks to participants include, but are not limited to contact or collision with 1) persons or objects (e.g., collision with other participants, course personnel, spectators), motor vehicles or machinery, and natural or man made fixed objects or obstacles; 2) obstacles (e.g., natural and man made water, road and surface hazards, , barbed wire, and pipes); 3) 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 behavior by other participants, personnel, or spectators, and errors in judgment by personnel working the event); and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks). I understand, agree, and accept that some of the obstacles I (or my minor(s)) may go through contain water that has not been tested for chemicals, disease, or other contamination. I agree not to dive head first into a mud pit.

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Common minor injuries include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. Less common serious injuries also sometimes occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat related illness, mental stress or exhaustion, infection, and concussions. Catastrophic injuries are rare; however, we feel that our participants and their parents should be aware of the possibility. These injuries can include but are not limited to permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I understand fully the inherent risks of my minor(s) participating in the MT event as well as the inherent risks in connection with the MT event. I have read the preceding paragraphs and acknowledge that I know, understand, and appreciate the risks. I hereby give my full consent and approval for my minor(s) to participate in the MT event and assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for the supervision in addition to all damages, liabilities, losses, or expenses that I incur as a result of my presence in at the MT event.

WAIVER OF LIABILITY FOR ORDINANCE NEGLIGENCE

In consideration of my minor(s) being permitted to participate in the MT event, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge The Trident Race & Reckoner Group LLC, The

Town of Bristol, and Colt State Park. And the other Released Parties from any and all claims resulting from the INHERENT RISKS of the MT event or the ORDINARY NEGLIGENCE of The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. (hereafter used when referring to the corporate entity and other released parties) that I or my minor(s) may have arising out of my or my minor(s)'s presence at the MT event. This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the MT event, which includes injury during course inspection, observation, practice runs, the event, and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

Indemnification Agreement

In consideration of being permitted to attend the MT event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged , I hereby agree to hold harmless, defend and indemnify The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. (and the other Released Parties) from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury or loss due to my or my minor(s)'s attendance at and/or participation in the MT event; and 2) Against any and all claims of co participants, co-spectators, rescuers, and others arising from my or my minor (s) conduct in the MT event. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the MT event.

Other Agreements

1) I understand that if legal action is brought, the appropriate state or federal trial court for the state in which the MT event is held has the sole and exclusive jurisdiction and that only the substantive laws of the State in which the MT event is held shall apply.

2) I assert that this Agreement is intended to be as broad and inclusive as is permitted by the State in which the MT event is held and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then the remaining portions shall remain in full effect.

3) I affirm that this agreement supersedes any and all previous oral or written promises or agreements; constitutes the entire agreement between me and The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park.; and can be amended only by a written document duly executed by all parties.

4) In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of or relating to my presence at the MT event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. I further acknowledge and agree that any question, issue, or dispute as to the arbitrability of any dispute, controversy, or claim arising out of my participation in the TM event, will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available online at www.adr.org.

5) I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.

6) I agree to dress myself and my minor(s) appropriately as to mitigate risk of physical injury to myself or my minor(s) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in the MT event; and dressing in conjunction with the weather.

7) I agree I have authority to act on behalf of my minor(s) attending the MT event.

LIMITATIONS TO MINOR PARTICIPANTS AND THEIR PARENTS

I understand that this DOES NOT GRANT ME PERMISSION TO PARTICIPATE in the MT event. Should I participate or attempt to participate in any part of the MT event, The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. Will eject me from the premises immediately and will, under no circumstances, be held responsible or liable for any injury which I may suffer while participating illegally.

Health Related Permissions by Spectators

In the event of an injury or illness that renders me or my minor(s) unconscious or incapable of making a medical decision, I authorize appropriate The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. personnel and emergency medical personnel at the event to make emergency medical decisions on my and my minor's behalf (including, but not limited to the administration of CPR and AED). I further authorize The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. to secure necessary emergency medical care or transportation (i.e., EMS) and I agree to assume all costs of emergency medical care and transportation.

1. I acknowledge and fully understand that the minor(s) for whom I execute this document may engage only in activities related to the MT event and that such activities involve risk of serious injury, as described above, and severe social and economic losses which might result not only from the minor's own acts, omissions, or negligence but from the acts, omissions, or negligence of others, and further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time.

2. I acknowledge and fully understand that the minor(s) for whom I execute this document will not be subject to supervision by the employees or agents of The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. and that I will be responsible for supervising the above named minor in their use of the Mini Trident s Area.

3. I attest that, if I (or my minor(s)) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my minor(s)) should have or did consult a physician prior to participating in the MT event.

4. I assume all risks and hazards incidental to participation in the MT event, and I hereby waive, release, absolve, indemnify, and agree to hold harmless the Released Parties for any claim arising or of an injury to my minor(s) and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my minor's participation in the MT event. I attest that the minor(s) for whom I execute this document, the above named participant(s), is/are a minimum of five (5) years of age as of the date of the MT event.

5. I have evaluated the ability of my minor(s) to be present in the MT event, based on prior experience with my minor(s) in similar situations.

Entry and Participation Agreements

I agree to become familiar with and abide by all written and/or posted rules of The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park., as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Emergency Delay or Cancellation

Cancellation: I acknowledge that The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. At its sole discretion may delay, modify, or cancel the MT event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park., including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty.

Govern Participation

I understand that The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. Has the authority to issue instructions or directions relating to the manner of my safe participation in the MT event and the authority to halt my participation in the MT event at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park.

Removal from Mini Tridents Area

I understand that The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the MT event.

Attitude and Behavior

I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Alcohol and Drugs

I certify that I am not, and on the date of the MT event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the MT event. I further understand that alcohol consumption during the event is prohibited and alcohol consumption following the event is discouraged by The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park.. I agree to take full responsibility for any decision to consume alcohol following the event.

Specific Rules

I specifically acknowledge and agree to abide by the following rules: 1) children may not be left unsupervised by their

parents at any time while participating in the MT event 2) no urination or defecation is permitted outside of designated areas; 3) no wheeled conveyances or pets are allowed in the MT event at any time; 4) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 5) obey civil and criminal laws including traffic laws.

Photography

I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the MT event by The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park., its affiliated entities or contractors, and/or the media become the sole property of The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park.. I grant the right, permission and authority to The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. I agree not to photograph, video or otherwise record any aspect of the MT event. I understand that The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park has the authority to confiscate any unauthorized cell phones, cameras or other recording devices found to be used by participants and delete any pictures or videos The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. discovers of the MT event on said devices before returning them to their owners.

Intellectual Property & Confidentiality

I agree that all ideas and feedback that I provide to The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park in connection with the MT event including, but not limited to, feedback, obstacles names, suggestions, conclusions, and opinions, shall be in all respects become the exclusive property of The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park.

I agree not to make, authorize, issue, confirm or deny any articles, photographs, comments or other statements of any kind concerning the MT event, including but not limited to, any descriptions or accounts of the Mini Trident obstacles, designs or features, or any of its products and/or services, to the press media or any other person or entity (including, without limitation, to coworkers, friends and family members), online or through any social media accounts (e.g., Facebook, Twitter, MySpace, etc.), without The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park's prior written approval in each instance. I further agree to report to The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park any practice by another individual or group that violates my obligations hereunder or which may cause the unauthorized disclosure of Confidential Information.

Majority Age

I affirm that I have reached majority age (or will have reached that age by the date of the The Trident Race Event. Majority age is 18 in all states except Alabama (age 19), Missouri (age 19), Nebraska (age 19), Mississippi (age 21).

I AFFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT(S) LISTED BELOW AND HAVE THE AUTHORIZATION TO PERMIT THE MINOR PARTICIPANT(S) TO UNDERTAKE THE ACTIVITIES DESCRIBED ABOVE. Acknowledgment of Understanding: I have read this Parental Consent, Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights for myself, my minor(s), and any other parents, or legal guardians of my minor(s) including my and their right to sue. I further acknowledge that I am freely and voluntarily signing the agreement and permitting my minor(s) to participate in the MT event, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park. or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State in which the MT event is held.

Print Child's Name

Print Parent/Guardian's Name

Date

Signature