

ART SLED RALLY 2018 LIABILITY WAIVER

This is a legally binding liability waiver (the "Waiver"), made by me, the undersigned (the "Participant"), Art Sled Rally producers Adventures in Cardboard LLC, and collaborators Powderhorn Park Neighborhood Association and Powderhorn Park/Minneapolis Parks & Recreation Board (the "Sponsors").

Sledding is an unpredictable activity at potentially high speeds with considerable risks of collision, accident, injury and death. For example:

Sledding requires tasks including, but not limited to, the following: pushing and/or pulling sleds while walking and/or running, riding downhill on sleds that may break, splinter, and/or shatter while having little or no visibility as well as little or no control over speed, direction, and/or ability to stop, and also walking and/or running uphill while pushing and/or pulling sleds, all in cold, freezing, and/or windy conditions on snowy and/or icy surfaces that are slippery, hard, steep, and/or uneven. The risks of collisions and accidents associated with these tasks include, but are not limited to the following: slipping, falling, tumbling, and/or flipping, getting thrown, dragged, and/or slammed, and colliding with objects, fellow sled riders and/or bystanders. The risks of injuries associated with these tasks include, but are not limited to the following: frostbite, contusion (bruise), sprain, strain, laceration (cut), tooth avulsion (tooth loss), fracture, dislocation, concussion (head injury), spinal cord injury, and/or heart attack with consequences including, but not limited to, the following: permanent disfigurement, disability, and/or paralysis as well as death.

_____ (*Initials of Participant*) I, the Participant, fully recognize that there are dangers and risks to which I may be exposed, including those risks which are unforeseen, by creating an art sled and sledding in the Art Sled Rally taking place at Powderhorn Park in Minneapolis, MN on January 27, 2018.

_____ (*Initials of Participant*) I, the Participant, fully recognize that the sled I create is not an approved device for sledding and is not intended for use for any other occasion other than the Art Sled Rally.

_____ (*Initials of Participant*) I, the Participant, in consideration of and in return for services, facilities, and other assistance provided to me by the Sponsors, shall waive any liability claims from actions caused entirely or in part by any acts or omissions by the Sponsors, including but not limited to ordinary negligence, except as caused by the Sponsors' intentional, willful or wanton conduct. **I recognize that this Waiver means I am forever giving up rights to sue the Sponsors for injuries, damages, or losses I may incur while participating in this activity as a result of the Sponsors' negligence or omissions.** I also understand that this Waiver binds my heirs, executors, administrators, and assigns.

_____ (*Initials of Participant*) I, the Participant, agree to assume and take upon myself all of the risks and responsibilities in any way associated with this activity. With full understanding of the risks involved, I am freely and voluntarily creating a sled and I am freely and voluntarily sledding in the Art Sled Rally on January 27, 2018.

Statement of Understanding: I have read the entire Waiver and I know, understand and appreciate these and other risks that are inherent to sledding in the Art Sled Rally and I agree to be legally bound by it.

IN WITNESS WHEREOF, I have executed the Waiver this day of: _____ (Date)

_____ (Print Name of Participant)

_____ Age: _____

(Signature of Participant)