

# **The Pointless Pursuit Rules and Waiver**

## **RULES**

1. I understand that entering **The Pointless Pursuit** is a potentially hazardous activity.
2. I agree not to participate unless I am medically able.
3. I agree to abide by any decision of a race official relative to my ability to safely complete the race.
4. I agree to obey all traffic, civil and criminal laws at all times. I understand no roads are closed for **The Pointless Pursuit** and I agree to follow all traffic or pedestrian laws at all times.
5. I assume all risks associated with competing in **The Pointless Pursuit**, including but not limited to falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road, all such risks being known and appreciated by me.
6. I understand and will abide by the rule that no wheeled baby conveyances or other wheeled means of conveyance, or pets are permitted in the race.
7. I understand and will abide by the rule that all teams are two-person teams.
8. I grant permission to all of the foregoing to use any photographs, motion pictures, recordings or any other record of this event for any legitimate purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event and are and will become the sole property of **The Pointless Pursuit**.
9. I understand that all entries are final with no refunds.
10. The official race director reserves the right in any event of emergency or local or national disaster to cancel the race or to change the day and/or time to a later day and that in the event of cancellation or change there is no refund of entry fees.
11. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment, and facilities, and cooperative, positive participation. **The Pointless Pursuit** may dismiss anyone whose behavior endangers safety or negatively endangers safety or negatively affects a race, a person, a facility, or property of any type or kind.

## **WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

**The Pointless Pursuit** is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. **The Pointless Pursuit** continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants registering for the race, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. You are solely responsible for determining if you are physically fit and/or skilled for the race or activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. As such, I recognize and acknowledge that there are certain risks of physical injury to participants in the race/activities, and in consideration of my participation in **The Pointless Pursuit**, I voluntarily agree to assume the full risk of any and all injuries, damages or loss,

regardless of severity, that I may sustain as a result of said participation. I further agree for myself and my heirs, personal representatives, successors and assigns, to forever release, remise and discharge **The Pointless Pursuit** and its owners, each of its subsidiaries, their past, present, and future officers, directors, shareholders, members, employees, trustees, agents, representatives, affiliates, sponsors, successors and assigns (collectively the "**Released Parties**") from any and all claims, claims for relief, demands, actions and causes of action of any kind or description whatsoever, known or unknown, whether arising out of contract, tort, statute, treaty or otherwise, in law or in equity, which I now have or may hereafter have against any of the **Released Parties** arising from, connected with, or in any way growing out of, directly or indirectly, my participation in **The Pointless Pursuit** and all effects, consequences, losses and damages relating thereto. Except where such agreement is contrary to law or public policy, I agree that I will not now or hereafter commence or initiate any claim or charge or sue the **Released Parties** concerning any claims relating to my participation in **The Pointless Pursuit**. This Agreement may be pleaded as a full and complete defense to, and may be used as a basis for injunction against any action or proceeding I may institute, prosecute or maintain. I agree that if a claim is made against the **Released Parties** due directly or indirectly to any action taken or omitted to be taken by me in connection with this Agreement, I will indemnify and hold the **Released Parties** harmless from such claim, and any and all expenses incurred by the **Released Parties** in relation thereto, including without limitation, expenses of investigation and counsel fees and expenses in defending such claim.

**HAVING READ AND UNDERSTOOD THIS AGREEMENT, I VOLUNTARILY AND KNOWINGLY SIGN IT.**

\_\_\_\_\_  
Participant (Team Member #1)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant (Team Member #2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian if participant is a minor

\_\_\_\_\_  
Date