

Two Harbors Winter Frolic Smoosh Race Waiver and Release of Liability

1. I wish to participate in Two Harbors Winter Frolic Smoosh Race (“Event”) on February 11, 2012. I understand that my execution of this Waiver and Release is a prerequisite for participation in the Event. I further understand that there are risks and dangers inherent in participating in the Event.
2. I understand that in order to be allowed to participate in the Event, I agree to assume all risks and to release and hold harmless The Lake Bank, Evergreen Bancshares, Inc., Mesaba Bancshares, Inc. and their officers, agents, employees, assigns, successors in interest, contractors, vendors (and their agents), agencies, sponsor, officials and volunteers, including Event leaders, participating communities and clubs and all governmental and public entities including, but not limited to, the State, County and local municipalities where the events take place (collectively the “Released parties”).
3. I intend by this Waiver and Release to release, in advance, and to waive my rights and discharge all of the persons and entities mentioned above, from any and all claims for damages for death, personal injury or property damage which I may have, or which may hereafter accrue to me as a result of my participation in the Event, even though this liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives.
4. I understand that I am solely responsible for my health and safety, and I acknowledge that I am physically capable of participating in and completing this Event.
5. I agree to allow The Lake Bank, and their contractors, agencies and sponsor, the use of my name and likeness in connection with The Two Harbors Winter Frolic Smoosh Race, for any purpose related to advertising or promotion of the event worldwide in perpetuity in all forms of media now and forever known.
6. Should any portion of this Waiver and Release be judicially determined invalid, voidable or unenforceable, for any reason, such portion of this Waiver and Release shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Waiver and Release.
7. I have carefully read this Waiver and Release and fully understand its contents. If I am under 18 years of age at the time of registration, my parent or legal guardian has completely reviewed this Waiver and Release, understands and consents to its terms, and authorizes my participation by his/her signature below. I am aware that this is a **RELEASE OF LIABILITY** and a contract between me and the persons and entities mentioned above and I sign of my own free will.

Signature: _____

Date: _____

Signature of parent or guardian if participant is under 18 years of age (Anyone under the age of 18 must be accompanied by their parent or guardian).

Parent Signature: _____

Date: _____