



## SUBJECT CONSENT AND RELEASE

I (“**Undersigned**”) hereby irrevocably give this Consent and Release to Rotary and Rocky Mount Rotary Charitable Trust (“**Rotary**”), having been informed and understand that Rotary is producing, has produced or may produce (or is causing, has caused to be produced or may cause to be produced) television programs, as well as, additional content, including but not limited to, content for DVDs, motion pictures, promotional materials, marketing campaigns, online marketing materials, websites and advertisements (collectively, the “**Content**”) and that Undersigned’s name, biographical information, statements, likeness, image, voice, interview, appearance and/or performance (collectively, “**Likeness**”) has been, is being and/or may be filmed, videotaped, streamed, photographed and/or otherwise recorded for use in such Content. Undersigned expressly consents to the use of Undersigned’s Likeness and such consent extends to past recordings, films, videos, streams and photographs of Undersigned’s Likeness, as well as, to current and future recordings, films, videos, streams and photographs of Undersigned’s Likeness for, by or on behalf of Rotary.

In consideration of the above and for other good and valuable consideration, the receipt of which is hereby acknowledged, Undersigned hereby agrees as follows:

1. Undersigned hereby authorizes Rotary and Rocky Mount Rotary Charitable Trust officers, directors, representatives, sponsors, partners, distributors, media partners and licensees and the successors, predecessors, heirs and assigns of any of the foregoing (collectively, the “**Covered Entities**”), to use, exhibit, display, stream, transmit, broadcast, publish, modify, edit and license, in all languages on a world-wide basis, in perpetuity, in any and all manner and media, now known or hereafter developed, any film/videotape, tape, audio recordings, footage, photographs, negatives, reproductions and/or otherwise of Undersigned’s Likeness taken at any time and used at any time as set forth above, as well as, any personal or other photographs, documents, or other materials (the “**Materials**”) Undersigned may have provided to Rotary (collectively, the “**Recordings and Materials**”), in whole or in part, in combination or not with other footage/video, as may be changed, made through and used in any medium whatsoever (now existing or hereinafter created) and in all forms of marketing and advertising, in the past, now or at any time in the future. Undersigned agrees that there shall be no obligation of Rotary to utilize the Recordings and Materials or Likeness provided through the authorization granted by Undersigned hereunder.
2. Undersigned does further hereby grant, assign and transfer to the Covered Entities all rights of every nature relating to the reproduction and use of the Likeness and the Recordings and Materials, including without limitation, in connection with the commercial exploitation, distribution and/or exhibition and any promotion or advertising of the Content, and hereby waives any rights that Undersigned may have, including any right to inspect or approve the reproduction and use of the Recordings and Materials or Likeness. Undersigned further agrees that any Recordings and Materials created by, for or on behalf of any of the Covered Entities that incorporates Undersigned’s Likeness are owned by the Covered Entities and the Covered Entities have the unlimited right throughout the universe in all languages in perpetuity to modify, edit, copyright and/or reproduce the Recordings and Materials and Likeness. Undersigned also consents to the use of Undersigned’s name in and in connection with the Recordings and Materials.
3. Undersigned expressly acknowledges that Rotary is not a signatory to the Screen Actors Guild (SAG) or to the American Federation of Radio and Television Artists (AFTRA) collective bargaining agreements, nor any other union or guild agreement, and that any television programs or other productions shall therefore be non-union. The Undersigned represents that he/she is not a member of SAG or AFTRA and understands and agrees that his/her Likeness and/or Recordings and Materials will be used in connection with non-union productions.
4. Undersigned does hereby expressly release, discharge and waive the Covered Entities from all claims, actions, demands, losses and liabilities of any nature (collectively “**Claims**”) which may arise from, and covenants not to make any Claims against the Covered Entities as a result of, any and all loss or injury caused by or occurring as a result of the exploitation of the rights granted hereunder, including, but not

limited to, claims arising from damages for libel, defamation, infringement of the right of publicity, invasion of privacy, portrayal in a false light, false endorsement, public disclosure of private facts, copyright infringement, unfair competition or any physical injuries. Undersigned waives the benefits of any statute or law that purports to limit the effect of this Consent and Release, and waives the benefit of any provision of law known as “moral rights” or similar laws.

5. Undersigned acknowledges and agrees that Rotary has the right to assign this Consent and Release to a third party to fully exercise the rights granted hereunder and that such assignee is considered a part of the Covered Entities.
6. Undersigned understands and agrees that Undersigned will not be paid for participating in the Content or for providing Undersigned’s Likeness or Recordings and Materials. The consideration Undersigned receives in granting this Consent and Release is the opportunity to participate in the Content. Undersigned hereby waives any and all rights Undersigned may have to any compensation hereunder. Undersigned acknowledges that Undersigned is not an employee of Rotary, nor shall Undersigned be entitled to the benefits, if any, provided by Rotary to its employees.
7. Undersigned shall not in any way disparage Rotary or otherwise say or do anything of a derogatory nature regarding Rotary in any of the Recordings and Materials.
8. Undersigned understands and agrees that Undersigned will not issue, release, authorize or in any way participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Rotary, any of the Content or any confidential information (collectively, the “Publicity Activities”), other than the Publicity Activities for which Undersigned has given this Consent and Release for use by the Covered Entities.
9. In no event shall Undersigned be entitled to (a) seek to or obtain injunctive or other equitable relief in connection herewith or with any of the Content (or any rights therein, thereto, or in connection therewith) or any rights granted or agreed to be granted herein, or (b) restrain or otherwise interfere with the development, production, exhibition, promotion, distribution, advertising, and/or other exploitation of the Content, any rights therein, thereto, and/or in connection therewith, or any rights granted or agreed to be granted herein. Undersigned irrevocably waives any right to equitable or injunctive relief.
10. Undersigned represents and warrants that he/she has the legal right to grant this Consent and Release and that he/she owns or controls all rights in the Materials, and that he/she is unaware of any person whose interests may be adversely affected by use of the Recordings and Materials. This Consent and Release does not conflict in any way with any existing commitments or other representations on Undersigned’s part. Undersigned agrees to execute such further assignments and instruments as may be reasonably necessary to enable the Covered Entities to exercise, perfect and protect the benefits and rights granted in this Consent and Release. Undersigned is providing this Consent and Release voluntarily and of the Undersigned’s own free will. Undersigned has read completely the terms herein and fully understands and accepts them. In the event this Consent and Release conflicts with any prior or future agreement between the Undersigned and Rotary, the terms and conditions of the agreement most favorable to Rotary under the circumstances shall control.
11. Undersigned hereby represents and warrants that he/she has the authority to grant all of the rights conveyed in this Consent and Release. This Consent and Release shall be binding upon Undersigned’s heirs, executors, administrators, successors and assigns. No handwritten changes to this Consent and Release will be effective. For the avoidance of doubt, blank lines on the form which require information to be filled-in do not constitute “handwritten changes.”

**INFORMATION REGARDING SUBJECT (ALL LINES NEED TO BE COMPLETED)**

Print name of Undersigned: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**IF SUBJECT IS OVER THE AGE OF 18 SIGN BELOW:**

Signature: \_\_\_\_\_

**IF SUBJECT IS UNDER THE AGE OF 18 OR IS OTHERWISE LEGALLY UNABLE TO SIGN:**

I represent that I am the parent/guardian of, or the agency representative for, the above-named person. I hereby consent to the foregoing on his/her behalf. If signed by an agency representative, I warrant that I have the right and authority to sign this Consent and Release on the above-named person's behalf.

Print name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_





## EVENT RULES & GUIDELINES

1. To participate in the event, you must be age 14 or older on the day of the event.
2. You may be escorted from the premises for violating any of the Event Rules & Guidelines.
3. You must exhibit appropriate behavior at all times and obey all local, state, and federal civil and criminal laws. You must also obey posted rules and warnings, follow any instructions or directions given by Rotary, its representatives or agents, event staff, volunteers and medical personnel, and abide by any decision regarding your ability to safely attend the event.
4. You may be dismissed from the event if your behavior endangers the safety of or negatively affects the event or any person, facility or property.
5. You must be age 21 or older to consume alcoholic beverages at the event. If you do consume alcoholic beverages at the event, you agree to do so responsibly.
6. You must not consume alcohol or any medicines or substances prior to the event that may inhibit your mental or physical ability to safely complete the course.
7. You must not bring weapons, fireworks, illegal substances, merchandise for sale or pets (except service animals) to the event. Event attendees understand that they and their belongings may be searched upon entrance, consent to such search and waive all related claims. If event attendees elect not to consent to these searches, they may be denied entry to or escorted from the event.
8. Wheeled baby conveyances or other wheeled means of conveyance are not permitted on the event course.
9. You agree that you have no medical condition that would make participating in the event more hazardous.
10. You recognize and acknowledge that there are hazards and risk of injury or illness to event participants, volunteers and attendees and you are freely and voluntarily assume the full risk of death, bodily injury, illness or property damage that you may sustain, however caused and whether by negligence or otherwise.
11. You agree to indemnify Rotary from any and all claims caused in whole or in part by your negligent or intentional acts or omissions.
12. You are responsible for your own personal safety. If you feel dizzy, faint or are otherwise sick or injured, immediately seek assistance at the Medical Tent.
13. You are solely responsible for any personal item or property that is lost, damaged or stolen at the event.
14. You consent to the use of your image in photographs, motion pictures or recordings taken at the event for use in advertising, marketing, or promotion.
15. You assign all rights in any photographs or video recordings you take at the event and are granted a limited, non-exclusive license to use such images for non-commercial purposes only.
16. Rotary reserves the right to suspend or cancel the event for safety reasons. If such suspension or cancellation occurs, there will be no refund of your Registration Fee.





## TACKLE THE TAR WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT INDEMNITY AGREEMENT

**PLEASE READ THIS DOCUMENT ("WAIVER") CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS, AND PROVIDE YOUR INITIALS ON EACH LINE AFTER READING. BY SIGNING BELOW, YOU (ON BEHALF OF YOURSELF OR YOUR MINOR CHILD/WARD AND ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN) ACKNOWLEDGE, AGREE AND REPRESENT THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE WAIVER AND AGREE TO ITS TERMS.**

**The Waiver must be carefully read and signed in consideration of being permitted to enter (for any purpose) Tackle the Tar Obstacle Race ("Event") and associated property ("Premises"). As used herein, the term "Releasees" is defined to include the following: Rocky Mount Rotary Charitable Trust and the Rotary Club and their subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns (collectively, "Rotary"); (ii) the Premises owner; (iii) any Event volunteers; and (iv) any Event sponsors, sponsor's affiliates and contractors and their respective employees.**

\_\_1. I understand that the Event is an inherently dangerous activity that presents extreme obstacles, including, but not limited to, fire, mud pits, cargo nets, heights, climbing, jumping into water, water crossings, swimming, steep hills and/or uneven terrain.

\_\_2. I expressly acknowledge and agree that the activities of the Event involve the risk of serious injury and/or death and/or property damage.

\_\_3. I am fully aware of the risks and hazards inherent in participating in the Event and I voluntarily, knowingly and freely assume all risks associated with participating in the Event and entering the Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including Event attendees, staff or volunteers), falls, injuries, illnesses, infections, contact with others (including Event attendees, staff or volunteers), navigating any and all obstacles, Premises defects and the effects of weather, including, but not limited to, heat and/or humidity.

\_\_4. I represent and warrant to Releasees that I am in good physical condition, am able to safely participate in the Event and have no medical condition that would make my participation in the Event more hazardous.

\_\_5. I understand, agree and accept that some of the obstacles may go through water that has not been treated for chemicals, disease, or contamination.

\_\_6. I understand that the Event course may contain wild animals, insects and plants.

\_\_7. I agree not to dive or enter any mud pit or body of water head first, as doing so may cause serious physical injury and/or death.

\_\_8. If I am pregnant, disabled in any way or have recently suffered an illness or injury, I should have or did consult a physician before participating in the Event.

\_\_9. I understand that it is my responsibility to obtain any insurance needed to cover personal injury or death and any liability I might incur to other Event participants.

\_\_10. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as Rotary, volunteers or medical professionals may deem appropriate and understand that the Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.

\_\_11. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by Rotary through its employees, representatives or agents and to abide by any decision of any Event official relative to my ability to safely participate in or attend the Event.

\_\_12. I understand and agree that I am expected to exhibit appropriate behavior at all times while at the Event or on the Premises and to obey all local, state and federal civil and criminal laws. This includes, generally, respect for all other people, equipment, facilities or property. Rotary may dismiss me, without refund, should my behavior endanger the safety of or negatively affect the Event, Premises or any person, facility or property. I also agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

\_\_13. I agree not to consume alcohol prior to the Event or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the Event. If I choose to consume alcoholic beverages after the Event, I will do so responsibly and only if I am over the age of twenty-one (21).

\_\_14. I understand and agree that the Releasees are not responsible for any personal items or property that is lost, damaged or stolen at the Event or on the Premises.

\_\_15. I understand and agree that pets, wheeled baby conveyances or other wheeled means of conveyance are not permitted on the Event course.

\_\_16. I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion.

\_\_17. I assign to Rotary all rights, title, and interest in any photographs, motion pictures, recordings or other records of the Event ("Records") I may take or capture to Rotary. Rotary grants to me a limited, non-exclusive right and license to use the Records for non-commercial purposes only.

\_\_18. I understand and agree that the sale of unauthorized merchandise is not permitted and I may be dismissed from the Event for selling such merchandise.

\_\_19. I understand and agree that I may not bring weapons, fireworks or illegal substances to the Event or the Premises.

\_\_20. I understand and agree that all ticket purchases are final and non-refundable.

\_\_21. I understand and agree that Rotary reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that will affect the safety and security of Event participants and attendees. In the event of such cancellation, there will be no refund or my ticket purchase.

\_\_22. I recognize and acknowledge that there are hazards and risks of physical injury or illness to Event participants and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the Event, whether or not caused by the active or passive negligence of the Releasees.

\_\_23. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am at the Event or on the Premises, whether or not caused by the active or passive negligence of the Releasees.

\_\_24. I release, waive, discharge and covenant not to sue the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the Event or while on the Premises, whether or not caused by the active or passive negligence of the Releasees.

\_\_25. I understand and acknowledge that the laws of the State of North Carolina shall apply to all matters relating to this Waiver regardless of the Event location, that the exclusive jurisdiction for any dispute with the Releasees resides in state or federal court in Nash County, North Carolina and I expressly consent to the exercise of personal jurisdiction in the State of North Carolina in connection with any dispute with the Releasees arising from my Event participation or attendance.

\_\_26. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the State of North Carolina and that if any portion is held invalid, the balance shall continue in full legal force and effect.

**I UNDERSTAND THAT THE EVENT IS AN EXTREME TEST OF MY PHYSICAL AND MENTAL LIMITS. I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO SUE THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A WAIVER AND COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE TO THE NEGLIGENCE OF RELEASEES OR THE INHERENT RISKS OF PARTICIPATING IN THE EVENT.**

**SIGNATURE:** \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**(CHECK ONE)  I am at least 18 years old OR  I am at least 14 years old and my Parent or Guardian has reviewed this Waiver and signed below.**

**ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF EIGHTEEN (18)**

I, the parent or guardian of the above named participant ("Minor"), give my approval for Minor's participation in the Event, represent that Minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and Minor) and have the legal authority to enter into this Agreement on behalf of Minor.

**SIGNATURE:** \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_