Gunflint Mail Run 2027 – Musher Waiver

READ THIS DOCUMENTCAREFULLY BEFORE SIGNING IT. YOU MAY CONSIDER CONSULTING WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

IN CONSIDERATION of receiving permission from Gunflint Mail Run, Inc. to enter and participate in the 2027 Gunflint Mail Run Sled Dog Race ("Race") as a driver, musher, owner, attendant or in any other capacity, the receipt of such permission being hereby acknowledged, the undersigned, for him/herself, his/her marital community and estate, heirs, executors, administrators, insurers, sureties, successors, trustees and assigns, and each of them, past, present and future (collectively the "Undersigned"), hereby waives, releases, agrees not to sue and holds harmless Gunflint Mail Run, Inc., its officers, directors, employees, agents, contractors, volunteers, contributors, sponsors, trustees, insurers, sureties, attorneys, successors and assigns, and each of them, as well as all other race participants, their officers, directors, employees, agents, volunteers, contributors, sponsors, trustees, insurers, sureties, attorneys, successors and assigns, and each of them (collectively the "Gunflint Mail Run, Inc. Releasees"), of and from any and all liability, claims, demands, actions and causes of action whatsoever, of every kind and nature, whether arising out of contract, tort, statute or otherwise, in law or in equity, including all claims for negligence (passive and active), carelessness, recklessness and strict liability, and all manner of damages or recovery whatsoever, including compensatory, special, liquidated and punitive damages, loss of consortium, penalties, costs, expenses and attorneys' fees, arising out of or related in any manner whatsoever to any loss or injury, including death, that may be sustained by the undersigned, or any property of the undersigned, relating in any manner whatsoever to the Race and the undersigned's participation therein, including preliminary and postliminary activities.

THE UNDERSIGNED being duly aware of the risks and hazards inherent upon entering and participating in the Race, hereby elects to voluntarily enter the Race, knowing that it may be a hazardous and dangerous activity. The undersigned hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the undersigned, or any property of the undersigned, related to the Race and the undersigned's participation therein, including those which may result from the negligence, carelessness or fault of Gunflint Mail Run, Inc. Releasees or other participants.

THE UNDERSIGNED agrees to indemnify, defend and hold the Gunflint Mail Run, Inc. Releasees harmless from and against any and all claims arising out of or related to acts or omissions of the undersigned and the undersigned's dogs, handlers, employees, volunteers and agents, and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

THE UNDERSIGNED gives permission to Gunflint Mail Run, Inc. and its respective agents, assigns, licensees and contractors to capture, create, store, publish, and otherwise use, for any purpose whatsoever and without charge, any and all images, and to publish and otherwise use, for any purpose whatsoever and without charge, any and all Information. The Undersigned agrees that images may appear in a composite or distorted character or form, and may be edited, changed or altered without the permission or approval of the Undersigned and without further consideration being owed to the Undersigned. The Undersigned agrees that Gunflint Mail Run, Inc. is not obligated to use any Images or Information.

THE UNDERSIGNED hereby releases and discharges Gunflint Mail Run, Inc. Releasees from any and all liability, claims, damages, expenses, and demands, whether in contract or tort or otherwise, arising out of or relating in any way to the capturing, creating, storing, publishing, or other use of any Images, or to the publishing or other use of any Information, including without limitation any and all claims based on rights of publicity, rights or invasions of privacy, defamation, contract or quasi-contract, or copyright. Without limiting the foregoing sentence, under no circumstance shall the Undersigned be entitled to any further compensation beyond the consideration cited herein for the use of Images or Information by the Gunflint Mail Run, Inc. Releasees in any works of the Gunflint Mail Run, Inc. Releasees.

THE UNDERSIGNED agrees that this Agreement shall inure to the benefit of the Gunflint Mail Run, Inc. Releasees, as well as to any person(s) who publish or otherwise use any Images or Information with the permission of the Gunflint Mail Run, Inc. The Undersigned acknowledges and agrees that Gunflint Mail Run, Inc. may assign and/or license any rights or interests conveyed to it by and through this Agreement.

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The UNDERSIGNED agrees that as used herein:

(a) “Images” includes all manner of images and audio recordings of the Undersigned that were captured or created during the period of or in connection with, or that depict or otherwise relate in any way to, any of the activities of the Undersigned during or in connection with the Race, however and by whomever captured, created, or stored, including without limitation films, videotapes, photographs, negatives, prints, recordings, digital files and data, and all reproductions in any form, in any media whatsoever whether now known or hereafter devised, and all derivative works based on any of the foregoing;

(b) “Information” includes all manner of facts, from whatever source and however obtained, about the Undersigned or his/her life and his/her participation in the Race, including without limitation his/her name, the city in which he/she lives, his/her biographical information, and his/her activities during or in connection with the Race; (c) To "publish" means to disclose, display, publish, broadcast, transmit, reproduce, and distribute throughout the world, and to allow others to do the same, in any media whatsoever and by any and all means, methods, or processes, whether now known or hereafter devised, including without limitation in or by way of print, television, radio, films, maintaining and displaying on a computer, maintaining and displaying on an Internet Web site, and distributing on a CD or DVD.

THE UNDERSIGNED agrees that the interpretation and enforcement of this agreement shall be governed by the laws of the State of Minnesota, that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota, that it should be construed according to the fair intent of the language as a whole and not for or against either party, and that if any portion of this agreement is held invalid, that the balance shall continue in full legal force and effect. The undersigned further agrees that any and all proceedings arising out of or relating in any manner whatsoever to this Agreement shall be exclusively conducted in the state or federal courts located in the Sixth Judicial District, State of Minnesota and hereby consents to the jurisdiction of those courts for said purposes. The prevailing party in any such proceeding shall be entitled to an award of its reasonable attorney fees and expenses incurred in connection with the litigation.

THE UNDERSIGNED acknowledges that he/she has had an ample opportunity to review this agreement and to consult with his/her attorney, that he/she is executing this agreement without any coercion, duress or compulsion whatsoever and is competent to do so, that this agreement is binding upon the undersigned’s marital community, estate, heirs, executors, administrators, successors, trustees and assigns, and each of them, in its entirety.

THE UNDERSIGNED also acknowledges that the terms and conditions of this agreement have been completely read, understood and reflected upon without haste, constitute the entire agreement between the parties concerning the subject matter, and are voluntarily accepted and entered into for the purposes set forth herein.

THE UNDERSIGNED acknowledges for himself/herself that Gunflint Mail Run, Inc. is relying and will rely on this Agreement in permitting the Undersigned to enter and participate in the Race.

IMPORTANT NOTE: BY SIGNING THIS AGREEMENT THE UNDERSIGNED IS RELEASING ALL CLAIMS HE OR SHE MIGHT HAVE IN THE FUTURE RELATING TO THE RACE, EVEN THOSE FOR DAMAGES AND INJURIES WHICH MAY BE CAUSED BY THE SOLE NEGLIGENCE, CARELESSNESS OR FAULT OF THE GUNFLINT MAIL RUN, INC. RELEASEES AND RELATED PERSONS.

IN WITNESS WHEREOF, I (print name): _____ has hereunto set his/her hand this _____ day of January, 2027.

Signature _____ Date _____

Emergency Contact: _____

Phone Number: _____