

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT (“AGREEMENT”)**

**Name of Activity or Event:** Pulling for a Purpose

**Date of Event:** 12/16/17

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THE PULLING FOR A PURPOSE ACTIVITY OR EVENT (the “Event”), including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I understand the nature of aircraft pulling events, am physically fit, have sufficiently prepared or trained for participation in the Event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Event holders, sponsors, and organizers of the Event in which I may participate, and that it will govern my actions and responsibilities at the Event.

In consideration of my registration application and permitting me to participate in the Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS: Dare Education Foundation, Berlin Airlift Historical Foundation, the County of Dare, Dare County Regional Airport, Dare County Airport Authority and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers (collectively the “Indemnified Parties”).

(B) I INDEMNIFY, HOLD HARMLESS, RELEASE AND PROMISE NOT TO SUE the Indemnified Parties from any and all liability, claims, actions, cost or expense (including but not limited to attorneys’ fees and court costs) (collectively, the “Claims”) incurred by undersigned stemming from or associated with the undersigned’s participation or involvement with the Event, whether caused by negligence or otherwise.

I acknowledge that the Indemnified Parties are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting the Event.

I acknowledge that the Event may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious bodily injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Event.

I understand that at the Event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

---

Printed name of Participant

---

Printed name of Parent/Legal Guardian (*if Participant is under 18 years of age*)

---

Signature of Participant (*or Parent/Legal Guardian if Participant is under 18 years of age*)

---

Date

---

Emergency Contact Phone Number

---

Emergency Contact Name