

RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 2023

by _____ (the "Volunteer") in favor of **Knoxville Marine Mud Run**, and all organizations participating therewith, including but not limited to, Marine Corps League, Women Marine Association, Knox County Recreation Dept, Knox County Sherriff's Dept, American Red Cross, United States Marine Corps, Total Race Solutions, AMH Fire Services, Radio Amateur Club Knoxville, Rural Metro, International Medical Alliance of Tennessee and all other participating organizations, their directors, officers, employees and agents (collectively, "Mud Run").

The Volunteer desires to work as a volunteer for Mud Run and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities will include, but not be limited to, preparation, conducting, and termination of the Mud Run for the year 2023.

The Volunteer hereby freely, voluntarily, and without duress executed this Release under the following terms:

1. **RELEASE AND WAIVER.** Volunteer does hereby release and forever discharge and hold harmless Mud Run and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Mud Run. Volunteer understands that this Release discharges Mud Run from any liability or claim that the Volunteer may have against Mud Run with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Mud Run, whether caused by the negligence of Mud Run or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Mud Run does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
2. **MEDICAL TREATMENT.** Volunteer does hereby release and forever discharge Mud Run from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Volunteer's Activities with Mud Run.
3. **ASSUMPTION OF THE RISK.** The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including but not limited to, constructing and deconstructing the race site, traversing the race site, providing transportation for participants and other personnel, loading and unloading supplies and equipment, directing on-site parking, food preparation, rendering first aid and various other tasks or services at the Mud Run work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Mud Run from all liability for injury, illness, death, or property damage resulting from the Activities.
4. **INSURANCE.** The Volunteer understands that, except as otherwise agreed to by Mud Run in writing, Mud Run does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.
5. **OTHER.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Volunteer agrees that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

WITNESS:

VOLUNTEER:

Sign: _____

Sign: _____

Print: _____