

# FAMILY ENRICHMENT CENTER'S MUD HAPPENS

08.27.22

Phil Moore Park  
7101 Scottsville Road  
Alvaton, KY 42122

PRESENTED BY:

**Henkel**

## PROFILE INFORMATION

Full Name :

Age on 8/27/22 :  Date Of Birth :       
D D M M Y Y

Address :

Gender :  City :

E-Mail :  Zip Code :

Shirt Size :  S  M  L  XL  XXL (Add \$2)  XXL (Add \$3)

*Registrations must be postmarked by 7/3/22 to be guaranteed your requested shirt size.*

## HEAT PREFERENCE

<input type="checkbox"/> 8:00 AM (TIMED, COMPETITIVE)*	<input type="checkbox"/> 8:15 AM	<input type="checkbox"/> 8:30 AM
<input type="checkbox"/> 8:45 AM	<input type="checkbox"/> 9:00 AM	<input type="checkbox"/> 9:15 AM
<input type="checkbox"/> 9:30 AM	<input type="checkbox"/> 9:45 AM	<input type="checkbox"/> 10:00 AM
<input type="checkbox"/> 10:15 AM	<input type="checkbox"/> 10:30 AM	<input type="checkbox"/> 10:45 AM

\*This is a competitive heat for individual participants only and will be timed. No teams.

### Support children and families in South Central KY.

I would like to make an additional donation of  to support FEC's child abuse prevention programs.

*Please continue to page to for payment and waiver information.*

# PAYMENT

Event Fees:	Shirt Upcharge:		Additional	=	Total
\$45 per person (5/1/22-7/3/22)	2XL (\$2)	+	Donation		
\$55 per person (7/4/22-8/26/22)	3XL Shirt (\$3)				
<input type="text"/>	<input type="text"/>	+	<input type="text"/>	=	<input type="text"/>

Select Payment Method:  Payment Enclosed, Cash/Check  Paid via VenMo  Please call this number for a credit card:

# SIGNATURE

### Packet Pick-Up

Participants may pick-up their race packet at the Family Enrichment Center office from 8:30 a.m. to 4:30 p.m. on Monday, August 22nd-Friday, August 26th .

### Please Initial

I understand that race fees are **NON-REFUNDABLE** but may be **TRANSFERRED** to another person and/or event category.

I agree to abide by health and safety guidelines while on-site and understand that failure to comply will result in a non-refundable termination of my registration and being asked to vacate the event site.

### Race Waiver

Signature of Participant or Guardian:

Date:

Please read the following waiver carefully. By proceeding with registering, you acknowledge and agree that you have carefully read and fully understood the waiver and agree to the terms set forth: The following must be signed in order to be allowed to enter (for any purpose) Mud Happens and associated property ("Premises"). As used in this Waiver, the term "Released Parties" is defined to include the following: Family Enrichment Center, Inc. (FEC), its staff, directors, board members, and any other person affiliated with Family Enrichment Center; Warren County Parks, sponsors, and volunteers. In consideration of participating in the event, on behalf of any personal representatives, assigns, heirs, executors, successors and next of kin, and myself I understand and agree as follows:

1. I understand that Mud Happens may be a dangerous activity that presents obstacles, including, but not limited to mud pits, cargo nets, heights, climbing, jumping into water, slides, water crossings, swimming, steep hills and/or uneven terrain. 2. I expressly acknowledge and agree that the activities of Mud Happens may 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 Mud Happens and I voluntarily, knowingly and freely assume all risks associated with participating in Mud Happens on Premises including, but not limited to, my own actions or inactions (or the actions/inactions of my minor child/ward), the actions or inactions of others (including attendees, staff or volunteers), falls, injuries, illnesses, infections, contact with others (including attendees, staff or volunteers), navigating any and all obstacles, park defects, effects of weather, including, but not limited to heat and/or humidity. 4. I represent and warrant to Released Parties that I am in good physical condition, am able to safely participate in Mud Happens, and have no medical condition that would make my participation in Mud Happens 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 Mud Happens course may contain wild animals, insects and plants, including, but not limited to, mosquitos and poison ivy. 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 Mud Happens. 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 participants. 10. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as FEC, volunteers or medical professionals may deem appropriate and understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. 11. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by FEC through its employees, representatives or agents and to abide by any decision of any official relative to my ability to safely participate in or attend Mud Happens. 12. I understand and agree that I am expected to exhibit appropriate behavior at all times and obey all local, state and federal civil and criminal laws while participating in or attending Mud Happens. This includes, respect for other people, equipment, facilities or property. FEC 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 Released Parties 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 Mud Happens 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) and off Warren County Park property. 14. I understand and agree that the Released Parties are not responsible for any personal item 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 course. 16. I consent to the use of my image in photographs, motion pictures or recordings taken at Mud Happens for use in event advertising, marketing or promotion. 17. I assign to FEC all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of Mud Happens I may take or capture to FEC. FEC grants to me a limited, non-exclusive right and license to use, for noncommercial purposes only, any and all photographs, motion pictures, recordings or other records of Mud Happens I may take or capture at the event. 18. I understand and agree that the sale of unauthorized merchandise is not permitted and I may be dismissed from the event and the premises 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 entry fees are final and non-refundable. 21. I understand and agree that FEC reserves the right to cancel the Mud Happens 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 participants and spectators. In the event of such cancellation, there will be no refund of my registration fee. 22. I recognize and acknowledge that there are hazards and risks of physical injury or illness to attendees 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 minor child/ward) may sustain as a result of my attendance at Mud Happens, whether or not caused by the active or passive negligence of the Released Parties. 23. I indemnify and hold harmless the Released Parties from any loss, liability, damage or cost they may incur while I am at Mud Happens or on the premises, whether or not caused by the active or passive negligence of the Released Parties. 24. I release, waive, discharge and covenant not to sue the Released Parties 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 child's/ward's) attendance at Mud Happens or while on the premises, whether or not caused by the active or passive negligence of the Released Parties. 25. I understand and acknowledge that the laws of the State of Kentucky shall apply to all matters relating to this Waiver regardless of Mud Happens location, that the exclusive jurisdiction for any dispute with the Released Parties resides in state or federal court in Warren County, Kentucky and I expressly consent to the exercise of personal jurisdiction in the State of Kentucky in connection with any dispute with the Released Parties arising from my participation or attendance. 26. I expressly agree that the Waiver is intended to be as broad and inclusive as permitted by the law of the State of Kentucky, and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

NOTE TO MINORS: If you are under the age of 18, you may only attend the Event accompanied by a paid adult participant. You also acknowledge that your parent or guardian has reviewed, understood and agree to the terms below.

NOTE TO PARENTS/GUARDIANS OF MINORS: You acknowledge that you have reviewed, understood and agreed to the terms below (such terms being interpreted as if they applied to both you and your minor child/ward) and have the legal authority to enter into this Agreement on behalf of your minor child/ward. I understand that the event is an extreme test of my physical, mental limits. I have read this document and fully understand the terms. I understand that I am giving up substantial legal rights by registering for the Mud Happens, including the right to sue the Released Parties. I acknowledge that I am proceeding freely/voluntarily and unconditionally release all liability due to the negligence of the Released Parties or the inherent risks of participating in Mud Happens.