



Backhoe Challenge
Bending Brook LLC
214 Grove Street
Montclair, NJ 07042 USA

T 917.921.8009
Dig@BackhoeChallenge.com
www.BackhoeChallenge.com

Waiver of Liability and Hold Harmless Agreement

1. In consideration for receiving permission to participate in Bending Brook LLC activities, and having received, read, and understood the Activity Overview and Safety Briefing for The Backhoe Challenge, I hereby release, waive, discharge and covenant not to sue Bending Brook LLC, their sponsors, officers, agents, servants, employees, subcontractors, affiliates or sponsoring organizations (hereinafter referred to as Releasees) from any and all liability, claims, actions or causes of action, demands, damages, fines, penalties, costs or expenses (including without limitations reasonable attorneys fees) whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence or willful acts or omissions of the Releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I am fully aware of the risks involved and hazards connected with the Bending Brook LLC activities and I hereby elect to voluntarily participate in said activities with full knowledge that said activities may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, medical costs of any type, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of releasees or otherwise.

4. I understand that if any provision of this Waiver of Liability and Hold Harmless Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver and shall not affect the validity and enforceability of any remaining provisions

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New Jersey

6. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same

I agree with and understand the above statements (this box must be checked)

In witness whereof, I have hereunto set my hand and seal on this _____ day of _____, _____.

Participant

Witness

_____ Name

_____ Name

_____ Signature

_____ Signature