

FIJI Water Urban Hunt™ Waiver and Release Of Claims, Assumption Of Risk and Warning Of Risk

Please initial on each line after reading

- ____ 1. I understand that entering FIJI Water Urban Hunt is a potentially hazardous activity.
- ____ 2. I agree not to participate unless I am medically able.
- ____ 3. I agree to not consume alcohol prior to The Fiji Water Urban Hunt or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in FIJI Water Urban Hunt.
- ____ 4. I agree to abide by any decision of a FIJI Water Urban Hunt official relative to my ability to safely complete the FIJI Water Urban Hunt.
- ____ 5. I agree to obey all traffic, civil and criminal laws at all times. I understand no roads are closed for FIJI Water Urban Hunt and I agree to follow all traffic or pedestrian laws at all times.
- ____ 6. I assume all risks associated with competing in FIJI Water Urban Hunt, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, defects or condition of premises, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road, risks and/or accidents in using public transportation (Chicago Transit Authority), all such risks being known and appreciated by me.
- ____ 7. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Waiver and 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.
- ____ 8. I agree that neither Lotus Marketing Services (“Lotus”) nor FIJI Water Company LLC (“FIJI” and, together with Lotus, the “Organizers”) is responsible for any personal items or property that are lost or stolen during participation in Fiji Water Urban Hunt.
- ____ 9. I understand and will abide by the rule that no wheeled baby conveyances or other wheeled means of conveyance, or pets are permitted in FIJI Water Urban Hunt.
- ____ 10. I understand and will abide by all FIJI Water Urban Hunt rules and the application process as posted on the www.theurbanhunt.com website. All decisions made by the Organizers regarding the FIJI Water Urban Hunt in interpreting or applying the rules of the event shall be final.
- ____ 11. I acknowledge that my likeness may be recorded and captured as “still”, “film”, “video” and/or “audio” recordings during the course of the event. I hereby grant any and all rights to such images and/or recordings of my likeness for the purpose of exhibition and/or exploitation to the Organizers. Such rights are granted in all territories worldwide in perpetuity in all manner or media now known or hereafter devised. The images and/or recordings may be used, edited, altered, or added to, in any manner or media now known or hereafter devised, without notifying me. I waive any right to inspect or approve the finished images and/or recordings or any materials that may be used with them. I release the Organizers and their respective employees, agents and affiliates, including any firm authorized to publish and/or distribute a finished product containing my likeness, from any claims, damages or liability which I may ever have in connection with the use of my likeness. I also agree that any material of and pertaining to FIJI Water Urban Hunt that I submit to the FIJI Water Urban Hunt website or post via my own or my team captain’s social media sites including, but not limited to, photos, videos, comments, status updates, interview responses, testimonials or endorsements (collectively, “licensed materials”), are subject to a perpetual, worldwide, royalty-free, non-exclusive license for the use, reproduction, translation, alteration, performance, display, modification, adaptation, and publishing of such licensed materials, in whole or in part, in any manner or media now known or hereafter devised, and for any purpose by the Organizers and their respective affiliates. It is further understood and agreed that the licensed materials may be used in any manner and by any means, whether now known or unknown, and with such editing and modification as the Organizers and their respective affiliates determine in the Organizers’ or their respective affiliates’ sole discretion. Furthermore, I agree to indemnify and hold harmless the Organizers and their respective affiliates against any action whatsoever, including, but not limited to, actions pertaining to damages or liability in connection with the use of any licensed materials I submit to the Organizers directly via theurbanhunt.com site or indirectly via a social media site. I will not receive compensation for this release. This release shall be governed by Illinois law. I have read this release before signing, I understand its contents, and I freely accept the terms.
- ____ 15. FIJI Water Urban Hunt is not responsible for any Twitter, Facebook, YouTube or Foursquare malfunctions, interruptions of service or glitches.
- ____ 16. I understand that all entries are final with no refunds.
- ____ 17. The official FIJI Water Urban Hunt director reserves the right in any event of emergency or local or national disaster to cancel the FIJI Water Urban Hunt or to change the day and/or time to a later day and that in the event of cancellation or change there is no refund of entry fees.
- ____ 18. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment, and facilities, and cooperative, positive participation. The Fiji Water Urban Hunt may dismiss anyone, without refund, whose behavior endangers safety or negatively endangers safety or negatively affects a scavenger hunt, a person, a facility, or property of any type or kind. I also agree to indemnify the Organizers and their respective affiliates and assigns from any and all third party claims caused in whole or in part by my actions.
- ____ 19. I am at least 21 years of age and I will provide a copy of my driver’s license, state identification card, or passport.

Waiver & Release of all claims & assumption of risk

This waiver is an agreement between signee, on the one hand, and Lotus Marketing Services, FIJI, the officials, agents, volunteers and other sponsors of FIJI Water Urban Hunt, and each of their respective affiliates (collectively, “Releasees”), on the other hand. I recognize and acknowledge that there are certain risks of physical injury to participants in the scavenger hunt/activities, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I further agree to waive and relinquish all claims I may have against any Releasees as a result of participating in these activities, including any claims arising due to mistakes in scoring or the interpretation or application of any of the rules of the event. I do hereby fully release and forever discharge the Releasees from any and all claims for injuries, illnesses, damages, expenses, fines, penalties or other losses that I may have or which may accrue to me and arising out of, connected with, or in any way associated with the FIJI Water Urban Hunt and any related programs or activities. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED if the application to participate is not submitted and accepted prior to the event.

The Releasees are committed to conducting the FIJI Water Urban Hunt and related programs and activities in a safe manner and hold the safety of participants in high regard. The Releasees continually strive to reduce such risks and insist that all participants follow safety rules and instructions that are designed to protect the participants’ safety. However, participants and parents/guardians of minors registering for the FIJI Water Urban Hunt and related programs and activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I am solely responsible for determining if I am physically fit and/or skilled for the FIJI Water Urban Hunt or related programs or activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I do hereby fully release and forever discharge the Releasees from any and all claims for injuries, damages or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with the FIJI Water Urban Hunt or any related programs or activities.

____ I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

The Fiji Water Urban Hunt™ is a trademark of Lotus Marketing and FIJI Water Company LLC. FIJI® is a registered trademark of Paramount International Export Ltd.

Teammate #1 Name (Printed)

Teammate #2 Name (Printed)

Teammate #1 Name (Signed)

Teammate #2 Name (Signed)

Date

Date