

2023 Dances with Dirt Devil's Lake Event Waiver and Release of Liability

In order to pick up your bib waivers must be turned in signed July 7 or July 8 at check in. Individuals will not be given a race packet without a signed waiver.

(DWD) refers to Dances With Dirt 50 Mile Ultra, 50 KM Ultra, 26.2 Mile Marathon, 13.1 Mile Half-Marathon and 10 KM events. I want to participate in the (DWD) July 8, 2023. I realize that my participation in this event entails the risk of injury or even death. I further understand that it would be prohibitively expensive for the race organizers to carry insurance to cover all that might happen in this event, and that if I insisted that all the risks to me be covered, the race would have to be canceled. I want the race to go on, and therefore sign this waiver to induce the organizers to stage the (DWD).

Race conditions: I realize that the course for the (DWD) presents a number of potential dangers to me and I hereby assume the risk arising from all of them. I realize that I will be running on a variety of surfaces, some of them far less than perfect, including but not limited to roads, unimproved trails, mud, swamps, cliffs, lumpy fields covered with waist high grass and river crossings. The roads are open to motor vehicle traffic that has the right of way. I know that broken bones, reactions to poison ivy and other plants, insect bites and bruising are common occurrences in this extreme event and that I will be far into the wilderness away from medical support. I realize that the danger of injury and even death exists as well and I hereby assume all the risks that may be present on the (DWD) course.

My physical condition: I realize the (DWD) is a strenuous athletic event. I certify that I have no physical or medical condition which would interfere with my participation in the (DWD) and that I have trained adequately for this race.

My duty during the race: I realize that I have the sole and ultimate responsibility for my own safety during the (DWD) and that if I see a situation/condition which presents risk of injury to me, I will avoid the situation/condition or immediately withdraw from the race.

Waiver of liability: I hereby waive for myself, my heirs, executors, and all other successors of interest any and all rights and claims which I may now have or hereafter accrue against the organizers and sponsors of this event, against all other entities and people who may issue permits for or help with this event, and against all property owners of land which the (DWD) course may pass. I make this waiver for all the rights and claims that have been specifically referred above, and for all others which might not be specifically named.

Binding Contract: I agree and intend that the above recitations are contractually binding and if I or my successors assert a claim in contravention of this agreement, I or my successors shall be liable for the expenses (including all legal fees) incurred by the other party in defending. I further agree that this contract can be modified only in writing.

Under 18: As a parent or guardian of the above named minor, I hereby certify that I have read all the above document, that I give my permission for my child or ward to participate in the (DWD) and that I agree on behalf of myself and my child/ward to the terms of this document.

(SIGNATURES REQUIRED ON OTHER SIDE)

Waiver of liability, continued:

Devil's Lake State Park cannot be held liable for any injuries sustained by race participants on or adjacent to Devil's Lake State Park property.

DURING THE RACE:

DROPPING OUT/DNF: You cannot drop from the event without reporting to the finish line or an aid station. Please provide your bib# & time of day.

AID-STATION CHECK-IN: 50 Mile Ultra, 50 KM Ultra and 26.2 mile Marathon Runners must show their race number at each aid station and make sure someone notes it.

Please carry a cell phone if at all possible, you don't even have to have it turned on! Just for emergencies. Call 248-202-7634 or 911.

COURSE MARKING: (DWD) comprises 6 different events being held concurrently in Devil's Lake State Park and environs. It is each individual runner's responsibility to understand how their course is marked and to follow the correct course for their event. Failure to follow the correct course will result in disqualification.

SIGNATURES

(INDIVIDUAL) RUNNER NAME: _____

SIGNATURE: _____

EMERGENCY CONTACT (YOU MUST PROVIDE!): _____ PHONE

VEHICLE YEAR/MAKE/MODEL: _____

LICENSE PLATE (STATE & #): _____

CIRCLE ONE: ALONE AT THE EVENT OR WITH FAMILY/FRIENDS

IF WITH FAMILY/FRIENDS PLEASE PROVIDE THEIR NAME _____

CELL # _____