

Tomato Assault, LLC Waiver and Release of Claims, Assumption of Risk and Warning of Risk

Please sign below acknowledging that you have read the bullets below.

1. I understand that entering Tomato Assault, LLC is a hazardous activity.
2. I understand that Tomato Assault, LLC presents extreme risks including, but not limited to, VERY slippery conditions, tomatoes traveling at high velocity, and tomato juices which may irritate the eyes or skin.
3. I agree not to participate unless I am medically able.
4. I agree to not consume alcohol prior to Tomato Assault or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in Tomato Assault.
5. I agree to abide by any decision of a safety official relative to my ability to safely complete the event.
6. I agree to obey all civil and criminal laws at all times.
7. I assume all risks associated with participating in Tomato Assault including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, contact with tomatoes moving at high rates of speed, defects or condition of premises, the effects of the weather, including high heat and/or humidity, all such risks being known and appreciated by me.
8. I agree that Tomato Assault, LLC is not responsible for any personal items or property that becomes lost or stolen.
9. 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 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.
10. I understand and will abide by the rule that no wheeled baby conveyances or other wheeled means of conveyance, or pets are permitted in the "pit" area.
11. I grant permission to Tomato Assault, LLC, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of Tomato Assault, LLC.
12. I understand that all entries are final with no refunds.
13. The official event directors reserve the right in any event of emergency or local or national disaster to cancel the event and in the event of cancellation or change there is no refund of entry fees.
14. 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. Tomato Assault, LLC may dismiss, without refund, anyone whose behavior endangers safety or negatively endangers safety or negatively affects the event, a person, a facility, or property of any type or kind. I also agree to indemnify Tomato Assault, LLC, its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.
15. I agree I am at least 21 years old.

Waiver & Release of all claims & assumption of risk

I recognize and acknowledge that there are certain risks of physical injury to participants in Tomato Assault and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I may have (or accrue to me) as a result of participating in these activities against Tomato Assault, LLC, Inc. including its officials, agents, volunteers, sponsors, and employees (hereinafter collectively referred to as Tomato Assault, LLC). I do hereby fully release and forever discharge Tomato Assault, LLC from any and all claims for injuries, illnesses, damages, expenses, or loss that I may have or which may accrue and arising out of, connected with, or in any way associated with the event, program 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. Tomato Assault, LLC is committed to conducting its event and activities in a safe manner and holds the safety of participants in high regard. Tomato Assault, LLC continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants registering for the event, programs/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 event 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 Tomato Assault, LLC 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 these programs/activities.

By signing below I am acknowledging that I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

Name (Printed)

Email

Name (Signed)

Date