



Triple Triple Challenge Waiver & Release

In consideration of being allowed to participate in the Wayback Burgers “Triple Triple Challenge” and related events and activities, the undersigned, for myself, my personal representatives, assigns, heirs and next of kin agrees to the following:

1. I acknowledge and agree that I am age 16 or older.
2. I acknowledge and fully understand I will be engaging in activities that involve risk of damage to personal property or serious injury, including choking, vomiting, or feeling nauseous or dizzy, and social and economic losses which might result not only from my own actions, inactions or negligence, but also the actions, inactions, or negligence of others, the rules of play, the condition of the premises or of any equipment used or food consumed. Further, there may be other risks not known or not reasonably foreseeable at this time.
3. I assume all of the foregoing risks and accept personal responsibility for all expenses, medical or otherwise, following such damages, injury, disability or death.
4. I RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE Wayback Burgers, Jake’s Franchising LLC, any other sponsors of the Triple Triple Challenge and their respective administrators, directors, officers, agents, employees, contractors, other participants, sponsoring agencies, franchisees, sponsors, advertisers, and if applicable, owners and lessors of the premise used to conduct the Triple Triple Challenge (collectively, the “Releasees”), from any liability to me, my heirs and next of kin for any and all claims, demands, losses, expenses or damages on account of damage to personal property or injury caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise. I further agree that if, despite this release and waiver of liability, assumption or risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against one of the Releasees as a result of my involvement in the Triple Triple Challenge, I WILL INDEMNIFY, SAVE, and HOLD HARMLESS each of the Releasees from any expenses, attorney fees, loss, liability, damage or cost which any of the Releasees may incur as a result of such claim or demand.

5. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS WAIVER AND RELEASE IS HELD INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Name: _____

Signature: _____

Date of Birth (must be 16 or older): _____ **Phone #:** _____

Email Address: _____

Home Address: _____

City: _____ **State:** _____ **Zip:** _____

TO BE FILLED OUT BY WAYBACK BURGERS TEAM MEMBER

Official Time: _____

Wayback Burgers Team Member Signature: _____

By signing, I verify that I was present at the time of participation and have accurately timed and video recorded the contestant.