



Release/waiver

2022 LOUISIANA CAT OPERATOR CHALLENGE PARTICIPATION LIABILITY WAIVER/RELEASE

In consideration of participation in activities and events held in conjunction with the 2022 Cat® Operator Challenge events (“Operator Challenge”), conducted by authorized Cat dealers in the United States and Canada, its employees, agents, sponsors, organizers and event holders, and to use or operate all associated equipment, tools, facilities and services, I, the participant, on behalf of myself, my heirs, assigns, legal representatives (collectively “Operator Participant”), agree to the following terms and conditions (“Agreement”):

1. Acknowledgment and Assumption of Risk. Participant acknowledges that operating heavy equipment can be an extreme test of a person’s physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, my physical conditioning-including hydration, and the condition of other participants, equipment, motorized vehicles, vehicular traffic and the actions of other people including, but not limited to participants, volunteers, spectators, dealer personnel, event officials, event monitors and/or event producers. These risks are not only inherent to equipment operators but are also present for volunteers and anyone else desiring to participate in these activities or events.

Participant acknowledges, agrees and represents that he will upon entering any restricted or competition area will inspect the equipment to be used or operated by him/her and further agrees and warrants that, if at any time, he/she is in or about equipment or a restricted area and feels anything to be unsafe, will immediately advise appropriate officials of such and if necessary leave the area or equipment and/or refuse to further participate.

2. Certification of Fitness and Knowledge of Rules. Participant certifies that Participant has sufficiently trained to be a participant in a heavy equipment operation event and is physically fit to perform any and all of Participant’s duties, whatever they may be, and that Participant has not been advised of any unfitness to do so by a qualified medical person. Participant further certifies that Participant has been informed of the rules related to all events of the Operator Challenge. Participant also agrees to the best of his/her ability to follow industry best practices for safe equipment operation during Operator Challenge events.

3. Release of Liability; Indemnification; Acknowledgement of Risk. Participant hereby waives, releases and discharges, on behalf of Participant and Participant’s executors, administrators, heirs, next of kin, successors and assigns, Caterpillar and authorized Cat dealers, and their respective directors, officers, employees, volunteers, agents, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event participants (collectively “the Releasees”), from any and all liability for Participant’s death, disability, personal injury, property damage, property theft, lost income or any other losses, costs or actions of any kind whatsoever, which hereafter may directly or indirectly accrue to Participant by virtue of Participant’s training for this event or any future event, Participant’s volunteering for this event or any future event, or Participant’s travel to or from any activity or event at or related to the Operator Challenge, due to the negligence, carelessness or recklessness of the Releasees or due to any dangerous or defective equipment or property that is owned or that is negligently, carelessly or recklessly maintained, operated or controlled by the Releasees. Participant hereby agrees to indemnify and hold the Releasees harmless from and against any and all liability, loss, damage or injury as well as all costs and expenses (including attorneys’ fees and costs of any suit related thereto), suffered or incurred by Releasees, to the extent arising from any of Participant’s actions whatsoever whether now or in the future, including but not limited to negligent, intentional or reckless misconduct, acts or omissions.

Participant understands that there are inherent hazardous risks associated with the operation of heavy equipment which could include serious injury or death, and Participant freely assumes the risk of any and all injuries that Participant may sustain while using the provided Cat equipment and Cat dealer facilities.

Participant hereby represents that Participant will agree to wear any safety attire which satisfies the requirements of Caterpillar safety standards and OSHA. Participant further assumes all responsibility of liability of the selection of such safety attire if not provided. Participant has no physical or medical condition which, to Participant's knowledge, would endanger Participant or others if Participant participates in an equipment operating event or which would interfere with Participant's ability to participate in said event. Participant agrees to any examination to determine Participant's overall fitness to compete including but not limited to exams for alertness, sobriety and vision.

4. Medical Treatment. In the event of an injury, accident or illness, Participant hereby consents to receive medical treatment which may be considered necessary or advisable in the judgment of a licensed physician or medically trained personnel. Participant understands that he or she will need to have his or her own insurance coverage in case of any injuries.

5. Use of Likeness. Participant understands that Participant may be photographed at events and/or related activities held at or related to the Operator Challenge. Participant agrees to allow Caterpillar, Cat dealers, event holders, producers, sponsors, organizers and their assigns, without charge, to use Participant's photo, video or film likeness for any purpose.

6. Agreement to Be Bound. Participant certifies that Participant has read and understands the terms of this Agreement, and Participant acknowledges that this Agreement will be relied upon by Caterpillar, its employees, agents, event holders, sponsors and organizers of such activities and events in which Participant participates, and that this Agreement will govern all of Participant's training, participation, volunteering and all other actions and responsibilities at each such Operator Challenge activity or event.

7. Waiver and Severability. If any part of this Agreement, for any reason, is declared invalid or void, such declaration shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

8. Governing Law. Except to the extent that this Agreement may be governed by any federal law, this Agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the United States and Canada, and the courts in the state or province where the Operator Challenge occurs shall have jurisdiction with respect to any dispute arising hereunder.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHT BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WIHTOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME

SIGNATURE

DATE

WITNESS NAME

SIGNATURE

DATE