

USATF Form – Participant Waiver & Release of Liability – Assumption of Risk and Indemnity Agreement

For and in consideration of USA Track & Field, Inc. (“USA Track & Field”) allowing me, the undersigned, to participate in the USA Track & Field sanctioned event described above (the “Event” or “Events”); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”):

1. I hereby represent that (i) I am at least eighteen (18) years of age (or this Agreement is agreed to by my parent, natural guardian, or legal guardian (the “Guardian”)); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.

2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person’s physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.

3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competition Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USA Track & Field, Inc, its members, clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the event directors, the host organization and the facility, venue and property owners or operators upon which the Event takes

place and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

5. As a condition of my participation in the Event, I hereby grant USA Track & Field, Inc., the event director and host organization, a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, USATF, or the sport of athletics.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. *Revised 10/2015*

RAGNAR PARTICIPANT WAIVER AND RELEASE OF LIABILITY - ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

As a condition of my participation in the above-described Event as a runner, volunteer or otherwise, I hereby covenant not to sue, and agree to release from liability, the Ragnar Relay Series, together with its founders, owners, officers, directors, managers, agents, sponsors and employees, including but not limited to (a) Ragnar Events LLC, Ragnar Holdings LLC, Reebok International Ltd, and each of their affiliates and their respective investors, officers, directors, managers, members, agents, employees, successors, heirs, assigns, executors, and administrators; (b) Ragnar Relay Series race officials and volunteers; and (c) any and all other sponsors, suppliers, agents, independent contractors and other personnel in any way assisting or associated with this Event (collectively the "Releasees"). This Race Release and Waiver of Liability, and Assumption of Risk (this "Release") is a contract with legal and binding consequences and it applies to all activities relating to the Event, whether located on the race course, exchanges or other Event-related venues. I have read this Release carefully before signing, and I understand what it means and what I am agreeing to by signing.

In consideration of the acceptance of my application for entry or participation as a volunteer in this Event by one or more Releasees, I hereby freely agree to and make the following additional contractual representations and agreements:

1. I know that this Event, which takes place both in daylight and at night, is held on open roads and is a potentially hazardous activity. I voluntarily assume full and complete responsibility for all risks associated with participating in the Event and for any injury or accident that may occur during my participation in this Event, including by way of example and not limitation: (a) illness; (b) traveling to and from the event; (c) falls; (d) collisions with pedestrians, vehicles, other participants, and fixed or moving objects; (e) the effects of weather, including temperature extremes and humidity; (f) traffic accidents; (g) the negligence of myself and/or others, including Releasees; (h) animal attacks; and (i) road conditions, including darkness and surface conditions such as pot holes. I am aware of and appreciate all of these risks. I understand that both vehicle traffic and spectators will be present along the race course and that police protection will not be provided. I know that the presence of vehicle traffic during the Event increases the risk of motor vehicle accidents involving participants, spectators, and/or other vehicles, and that such accidents can result in death or serious injury. I further understand that the Releasees are not responsible for lost/stolen/damaged items from vehicles.

2. As a condition of my participation, I agree to abide by all traffic and pedestrian laws and regulations and to follow any and all of Releasees' safety instructions, including all rules and conditions set forth in the Race Bible, which is available on the Ragnar Relay Series website, www.ragnarrelay.com. I understand that my failure to do so may result in serious injury or death and may be grounds for my disqualification from this Event.

3. I acknowledge that I should not enter and participate in this Event unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete this road race and I further agree that race officials may authorize necessary emergency treatment for me.

4. I represent and warrant that (a) my team and I will participate fully in all of the safety training provided by the Ragnar Relay Series, and (b) they and I agree to adhere to the rules and regulations included in such safety training.

5. Having read this Release and knowing and assuming these risks, and in consideration of the acceptance of my participation, I hereby for myself, my heirs, my executors, administrators or anyone else who might claim on their own behalf or my behalf (collectively my "Successors"), covenant not to sue, and FOREVER WAIVE, RELEASE, DISCHARGE, and HOLD HARMLESS Releasees from any and all claims, injuries, damages, liabilities, causes of action, and expenses (including without limitation attorney's fees and costs), and inconvenience to person or property (collectively, "Losses") of any kind or nature whatsoever arising out of or related to my registration or participation in this Event, even though such losses may arise out of negligence or carelessness on the part of Releasees.

6. In exchange for my being permitted to participate in the Event, and understanding there will be no additional compensation to me, I hereby grant Ragnar Events LLC, Reebok International Ltd, the other Releasees, and their respective agents and affiliates the perpetual right and license to photo and/or video record me during the Event and to use my name, image, voice, video, photograph, performance, likeness and biographical and other information (collectively, "Likeness") for race promotional purposes, including, without limitation, marketing, social media, advertisements, and other promotional materials in any and all media whether now existing or hereinafter invented. I understand that I will have no right of approval over the use of my Likeness and the Releasees shall have no liability to me or anyone else for any distortion, illusionary effect or otherwise resulting from the use of my Likeness.

7. I understand the Event registration fees are nonrefundable. I have read the Race Bible and agree to abide by the rules and conditions contained therein.

8. I acknowledge and agree that it is prohibited for any unmanned aerial system (more commonly known as a "drone") to be flown above the Event course at any time during the Event, or while Event participants, either immediately before or after the Event, are in the vicinity of the Event course.

9. I acknowledge and agree, for myself and my Successors, that the above representations are contractually binding, and that should I or my Successors assert a claim contrary to what I have agreed to in this Release, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending such claim. This Release may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate to any injury or death I may suffer arising from my participation in the Event. Every term and provision of this Release is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

10. I acknowledge and agree that there are no refunds if the Event is cancelled or delayed due to causes beyond Releasees' control, including but not limited to, acts of God, war, strikes or labor disputes, fires, riots, terrorism, vandalism, accident, government orders, failure to obtain necessary permits or approvals or consents, severe weather conditions such as severe heat,

electrical storm, snowfall, tornadoes, earthquakes, hurricanes, flooding, fog, severe weather conditions where significant damage or altercations to the race course occur, or any other force majeure event.

11. I acknowledge and agree that any disputes, including any legal action, arising out of my registration or participation in this Event, shall be brought exclusively in the courts of Salt Lake County, Utah, and shall be governed by the laws of the State of Utah. I submit myself to the jurisdiction of such courts for all such purposes.

12. I agree to return Ragnar safety flags on the final day of the Event. If flags are not returned, the credit card used during registration may be charged \$15 per flag to cover replacement costs.

EVENT NAME: TEAM NUMBER: DATE OF BIRTH: _____ TODAY'S DATE: _____

RUNNER/VOL NAME (print): RUNNER/VOLUNTEER SIGNATURE: _____

MINOR WAIVER - COMPLETE IF RUNNER/VOLUNTEER IS BELOW THE AGE OF 18

I am the parent or guardian of the above-named minor (my "Child"). My Child is fit for the Event, and I (and, if I am married, my spouse) consent to my Child's participation. I have read and I understand the above Release. In consideration of allowing my Child to participate, I (and, if I am married, my spouse) consent to the foregoing Release and agree that its terms shall likewise bind me (and, if I am married, my spouse), my Child, and our respective heirs, legal representatives, assignees, and anyone else who might claim on their own behalf or mine or my Child's behalf. I (and, if I am married, my spouse) hereby forever release and discharge, and shall defend, indemnify and hold harmless Releasees, from every claim (including without limitation a claim of loss of consortium), liability, cause of action, and expense that I (and, if I am married, my spouse) or my Child or any other person may allege against any of the Releasees (including medical expenses and reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the Event, whether caused by the negligence of my Child, the Releasees, or others, to the maximum extent permitted by law. I (and, if I am married, my spouse) covenant not to sue Releasees on my behalf or on behalf of my Child for any claim arising from my Child's participation in the Event. If I am married, I am signing this Release also in behalf of, and as authorized agent for, my spouse.

PARENT NAME (print): _____ PARENT SIGNATURE: _____
