In consideration of being permitted to participate in the Rocky Mountain Half Marathon and/or 5K (Event) on July 31 and/or August 1, 2020, I hereby agree as follows:

VACATION RACES, INC WAIVER AND RELEASE

1. Name and Likeness Release
   As a condition of my being permitted to compete in the ROCKY MOUNTAIN HALF MARATHON and/or 5K (the “Event”), and in consideration of the opportunity to win prizes, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant permission to Vacation Races, Inc., a Delaware corporation, and any subsidiaries and/or affiliates, successors and assigns, and any or all of its/their agents, officers or employees acting under their permission or upon their authority (collectively “Vacation Races”) to utilize my appearance, name, voice and likeness in connection with the Event, publicity for the Event and future editions of the Event and in connection with the promotion of the Event in any and all manner and media throughout the world in perpetuity. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I hereby assign all right, title and interest I may have in any and all media in which any or all of my appearance, name, voice or likeness has been captured in connection with the above to Vacation Races, along with full rights of assignability.

2. Physical Condition
   I am physically able and fit to participate in any activities of the Event, in which I have chosen to participate, and have not been advised otherwise by a medical practitioner.

3. Equipment and Facilities Inspection
   I agree that before I participate in any activity, I will inspect the related facilities and my own equipment. I will immediately advise the supervisor of the activity of any unsafe condition that I observe. I will refuse to participate in the activity until all unsafe conditions observed by me have been remedied

4. Assumption of Risk
   I understand that I, and each participant in the Event, will be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment and death, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and
failure to act of myself and others (including but not limited to other participants in, and the sponsors, organizers and volunteers of the Event) and from the rules of play, the challenges of the Event and the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or to Vacation Races, sponsors, organizers and volunteers, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate.

I assume all of the foregoing risks including the risk of any negligence by other participants or by Vacation Races, the organizers, sponsors or volunteers of the Event and their respective owners, directors, officers, employees or agents, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the Event or my participation therein or attendance thereat.

I further acknowledge that I have had an opportunity, prior to the beginning of the Event and any related training, practice or instruction, to visually inspect the courses in use during the Event, and the related facilities and adjacent areas. I further acknowledge that certain sections of the Event course traverse public roads and rights of way and that Vacation Races and/or Event volunteers may not be stationed at the crossing points to alert me to the presence of oncoming vehicles. I expressly acknowledge that I am primarily responsible to inspect all crossing points for the presence of oncoming vehicle traffic, and that if present, will heed the instructions of Vacation Races and/or Event volunteers, which may include, instructions to stop momentarily. I UNDERSTAND THAT RUNNING, TRAINING, PRACTICE, AND COMPETING IN THE EVENT HAVE INHERENT DANGERS AND RISKS FOR ALL PARTICIPANTS. I HEREBY ACCEPT AND ASSUME THE RISK OF ALL COURSE CONDITIONS AS THEY EXIST AND AS THEY MAY CHANGE DURING THE COMPETITION, PRACTICE, AND TRAINING. I HEREBY KNOWINGLY AND INTENTIONALLY RELEASE VACATION RACES, its owners, directors, employees, officers, agents, organizers, sponsors, and volunteers from all claims, actions, suits, expenses, (including reasonable attorney’s fees), liabilities, and ordinary negligence arising directly or indirectly out of the Event, or any equipment or instruction provided to me by Vacation Races in connection therewith, including without limitation, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, paralysis, death and property damage.
I understand that there are significant, unavoidable and inherent dangers and risks involved the Event. I ACKNOWLEDGE THAT THESE DANGERS AND RISKS INCLUDE, WITHOUT LIMITATION:

(1) Risks arising from and associated with competition, including the presence of vehicle traffic on the Event course; (2) risks of fatigue resulting from a physically demanding course; (3) risks due to high altitude; (4) risks arising from changing weather, temperatures, and potential snow conditions; (5) poor or changing visibility, and (6) risks arising from other Event competitors.

I AM AWARE AND ACKNOWLEDGE THAT TRAINING AND PRACTICE FOR AND COMPETING IN THE EVENT HAVE INHERENT RISKS FOR ANY PARTICIPANT. I AM VOLUNTARILY COMPETING IN THE EVENT, AND ANY TRAINING AND PRACTICE THEREFORE, WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH THAT MAY RESULT.

5. Medical Treatment
In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by applicable law. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

7. Jurisdiction and Venue
In consideration of allowing me to participate in the Event, I agree that any and all claims for injury and/or death regarding an alleged incident shall be governed by Utah law and exclusive jurisdiction shall be in the federal district or Utah state courts residing nearest to Salt Lake City, Utah. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. This release contains the entire, integrated agreement and understanding between and among me and the released parties, and
that no party is relying on any representation, statement, or understanding except as set forth herein.

I HAVE READ AND HAVE UNDERSTOOD THIS RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.