



**GET OUTSIDE MOUNTAIN RELAY
PARTICIPANT WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
AND MEDIA WAIVER**

Specific Event Waiver Form for ADULTS (Age 18 or older)

Event Name: Get Outside Mountain Relay

Event Date(s): May 31 – June 1, 2019

Event Location: HUB: Blue Ridge Christian School. ROUTE: Roads around Alleghany County

By putting your name into the Electronic Waiver box on the registration page, you agree to the following.

For and in consideration of Get Outside Events, LLC. (“**Get Outside Events**”) allowing me, the electronically signed, to participate in the Get Outside Events road relay, Get Outside Mountain Relay (GOMR); 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 and Media Waiver (**the “Agreement”**);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the GOMR; 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 GOMR. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the GOMR, that I am responsible for my own safety and well-being at all times and under all circumstances while at the GOMR 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 GOMR 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, vehicles, 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 GOMR, 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 GOMR, including but not limited to the Competitive Rules adopted by Get Outside Events and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in GOMR, 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: Get Outside Events, LLC., the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators upon which GOMR takes place; Law Enforcement Agencies and other Public Entities providing support for GOMR; 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 reasonable attorneys’ fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to my participation in GOMR, 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. I hereby release to Get Outside Events, in perpetuity, for marketing purposes, any images captured of me during the event. This can include drawings, pictures, video, sound recordings, and other forms of capture. I grant permission for this media to be utilized on the event's website and marketing platforms at their discretion. I understand Get Outside Events will only use media in a tasteful manner. I understand that I may request media that has my likeness to be removed by contacting the race director. I further understand that my request for removal may be denied, if Get Outside Events deems the media to be important to its marketing. Get Outside Events will take every effort to abide by participant's requests for media removal.

I hereby warrant that I 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.