



**VOLUNTEER WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**
Specific Event Waiver Form for ADULTS (Age 18 or older)

Event Name: Get Outside Mountain Relay

Event Date(s): May 31 - June 2, 2018

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

Sanction #: 18-13-004

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

For and in consideration of USA Track & Field, Inc. ("**USA Track & Field**") allowing me, the electronically signed, to volunteer in the USA Track & Field sanctioned event, 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 (**the "Agreement"**);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older (or legal guardian of minor and authorizing participation); (ii) I am in good health and in proper physical condition to volunteer for 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 volunteer for GOMR. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to volunteer for GOMR, that I am responsible for my own safety and well-being at all times and under all circumstances while at the GOMR event.
2. I agree to be familiar with and to abide by any safety regulations established for the benefit of all participants and volunteers during GOMR. I accept sole responsibility for my own (or my minor child's) conduct and actions while volunteering for GOMR.
3. 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, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); 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 volunteering for 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 may be incurred as the result of such claim.
4. 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 (or legal guardian of minor volunteer) 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 electronically signed this

Agreement without any inducement, assurance or guarantee, and intend for my electronic 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.