

**RELEASE AND WAIVER OF LIABILITY**

**Introduction** - The undersigned individual ("Participant") intends to participate in the activity or program ("Event") identified below. The purpose of this Release and Waiver of Liability ("Release") is to make clear that Epic Relays is not responsible for Participant's activities in the Event and that Participant releases and indemnifies Epic Relays (and other parties identified in this Release) of any and all liability associated with the Event.

**Acknowledgements & Agreements-** The undersigned individual ("Participant") acknowledges and agrees to the following:

- (1) As with any activity involving exercise, sports, physical activities, and/or exertion, there is always a risk of serious physical injury which can result from a variety of factors including but not limited to physical activity, equipment design or malfunction, course design, or accidents. The possible range of injuries include soreness, fatigue, stiffness, muscle sprain or tear, faintness, shortness of breath, cuts, lacerations, broken bones, heart attack, stroke, the manifestation of other cardiovascular related problems, and death. The participant also acknowledges that the course is open to vehicular traffic and the participant assumes the risk of personal injury (including death) while participating on this course during the event.
- (2) The undersigned individual assumes all risk involved while participating on roadways, trails or any part of the course. Epic Relays is not responsible for any accident whatsoever that occurs on the course at any time during the event. The undersigned releases and indemnifies Epic Relays of any and all liability associated with roadway accidents (including death) and assumes all personal risk while participating in the event in any manner.
- (3) Epic Relays assumes no responsibilities for the Event whatsoever. Further, Epic Relays makes no warranties, express or implied, as to the condition, safety, or fitness for a particular purpose of the Event. Participation in the Event is at the Participant's own risk, which is fully and completely assumed by Participant.
- (4) This Release constitutes the entire understanding between the parties regarding the Event. This Release supersedes all prior negotiations, understandings, and agreements regarding or relating to the Event. Except as expressly stated herein, nothing in this Agreement may be modified by anyone except in a written document signed by a duly authorized representative of Epic Relays.

**Participant's Release, Defense, and Indemnity regarding Any and All Liabilities** - Participant, individually and on behalf of Participant's successors, heirs, assigns, and any subrogee, AGREES TO RELEASE, DEFEND and INDEMNIFY Epic Relays and any of its subsidiary and affiliated companies, and the directors, officers, employees, agents, representatives, and contractors of Epic Relays and its subsidiary and affiliated companies (collectively the "Released Group") FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, SUITS, DEMANDS, LIENS, OR LAWSUITS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PARENTAL OR SPOUSAL SUPPORT, WRONGFUL DEATH, PREMISES LIABILITY, PRODUCTS LIABILITY, AGGRAVATION OF PRE-EXISTING CONDITION, VICARIOUS LIABILITY, FAILURE TO SUPERVISE, MISCONDUCT BY A THIRD PARTY OR PARTICIPANT OF THE FACILITY, OR ANY OTHER CAUSE OF ACTION OF ANY KIND (collectively "CLAIMS")) ARISING IN CONNECTION WITH: (1) (a) BODILY OR PERSONAL INJURY OR DEATH OF PARTICIPANT OR PARTICIPANT'S INVITEES, OR (b) DAMAGE TO PARTICIPANT'S PROPERTY, AND (2) USAGE OR PARTICIPATION IN OR AROUND THE EVENT, OR IN ACTIVITIES ASSOCIATED WITH, OR ARISING OUT OF, THE EVENT. PARTICIPANT'S RELEASE, DEFENSE, AND INDEMNIFICATION OF ALL CLAIMS IS APPLICABLE REGARDLESS OF THE FAULT, NEGLIGENCE (WHETHER SOLE, JOINT, COMPARATIVE, CONTRIBUTORY, ACTIVE, PASSIVE, GROSS), STRICT LIABILITY, OR WILFUL MISCONDUCT OF EPIC RELAYS OR ANY MEMBER OF THE RELEASED GROUP OR INVITEES OF THE RELEASED GROUP OR THIRD PARTIES.

**Agreement and Signature** - I, the undersigned, have read this entire document and agree to be bound by its terms.

Name of Event: 2015 Epic Rocky Mountain Relay

The above described Event encompasses everything associated with the described activity including but not limited to: (i) all activities associated with the day(s) that the Event takes place, all travel to, from and during the Event, (iii) all training and other preparatory activities relating to the Event, and (iv) all concluding activities.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Parent or Guardian (if under 18 Years Old): \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

**Check one:** (All choices below are described as "Participants" above)

**Runner** \_\_\_\_\_      **Volunteer** \_\_\_\_\_      **Driver** \_\_\_\_\_      **Pacer** \_\_\_\_\_