

2013 Uinta Mountain Adventure Relay Release and Waiver – ALL ATHLETES, VOLUNTEERS OR OTHER WISE MUST READ AND SIGN. PLEASE READ CAREFULLY BEFORE SIGNING THE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY

As a condition of my participation in the 2012 Uinta Mountain Adventure Relay (the "Event") as a competitor, volunteer or otherwise, I hereby covenant not to sue and agree to release from liability the Uinta Mountain Adventure Relay, together with its founders, owners, officers, directors, managers, agents and employees, including but not limited to Uinta Mountain Adventure Relay and their respective officers, directors, managers, members, agents and employees; Relay officials and volunteers; and any and all other sponsors, suppliers, agents, independent contractors and other personnel in any way assisting or associated with this Event (collectively "Releasees"). This release is a contract with legal and binding consequences and it applies to all activities relating to the Event, whether located on the relay course, exchanges or other relay-related venues. I have read this document 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 contractual representations and agreements.

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: illness; traveling to and from the event; falls; collisions with pedestrians, vehicles, other participants, and fixed or moving objects; the effects of weather, including temperature extremes and humidity; traffic accidents; the negligence of myself and/or others, including Releasees; and 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 relay course and that police protection will not be provided. I know that the presence of vehicle traffic during the relay presents the risk of motor vehicle accidents involving participants, spectators, and/or other vehicles, and that such accidents can result in death or serious injury.

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 Relay Guide, which is available on the Uinta Mountain Adventure Relay website, www.uintamountainadventurerelay.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.

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 relay official relative to my ability to safely complete this relay and I further agree that relay officials may authorize necessary emergency treatment for me.

Having read this waiver 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 my behalf (collectively "Successors"), covenant not to sue, and waive, release, and discharge Releasees from any and all claims or liability of any kind or nature whatsoever arising out of my participation in this Event, even though such liability may arise out of negligence or carelessness on the part of Releasees. I hereby authorize Uinta Mountain Adventure Relay, to use my image or likeness for relay promotional purposes. I understand the relay registration fees are nonrefundable. I have read or will read the Relay Guide and agree to abide by the rules and conditions contained therein.

I acknowledge and agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this agreement, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending such claim. This agreement 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 agreement 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. I hereby affirm that I have read this document and understand its contents.

Printed Name _____

Signature _____

Date _____