

Accident Waiver and Release of Claims and Liability Agreement

In consideration for my being permitted to participate in the activities and or event of Rebel Race, LLC, I agree to the following Accident Waiver and Release of Claims and Liability.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I and/or my child/ward are physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude me or my child/ward's participation in this activity.

I acknowledge that this Accident Waiver and Release of Claims and Liability will be used by but not limited to the event holders, sponsors, and organizers of the activity in which I and/or my child/ward may participate, and that it will govern my and/or my child/ward's actions and responsibilities at said activity.

I understand:

1. I and/or my child/ward agree to abide by any decision of a race official.
2. I and/or my child/ward agree not to consume alcohol before the race.
3. I and/or my child/ward understand and assume the risks of injury that I may encounter variations in the rugged terrain.
4. I and/or my child/ward understand there might be inclement weather.
5. I and/or my child/ward agree to abide by all civil and criminal laws at all times.
6. I and/or my child/ward understand that no wheeled baby conveyances or other wheeled means of conveyance, or pets are permitted in the race.
7. I and/or my child/ward agree that all entries are final and that no refunds will be given.
8. I and/or my child/ward agree that Rebel Race LLC reserves the right to cancel the race without refund in the event of emergency or local or national disaster.

When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. Participation shall be denied if the signature of an adult participant or parent/guardian of a child/ward and the date are not signed at the time and place of the race without any refund.

In consideration of my application and permitting me and/or my child/ward to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability that I and/or my child/ward may sustain as a result of coming to the event, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my and/or my child/ward's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me and/or my child/ward including my and/or

my child/ward traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Rebel Race, LLC, and/or their directors, officers, employees, volunteers, representatives, agents, the activity holders, sponsors, volunteers, vendors, landlord, successors, cities, towns, states, other governmental bodies, locations in which the event or portions of the event take place, and representatives of all of the above;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this agreement from any and all liabilities or claims, causes of action, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, whether caused by the negligence of release or otherwise that arise from participating in this activity.

I acknowledge that Rebel Race, LLC and including but not limited to their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent for myself and/or my child/ward to receive medical treatment which may be deemed advisable by a medical professional in the event of injury, accident, and/or illness during this activity. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

I and/or my child/ward agree to conduct ourselves in a professional manner and treat everybody at the activity including but not limited to participants, spectators, and officials respectfully. I understand that if disciplinary action is taken against me and/or my child/ward, I and/or my child/ward may be suspended from the activity and future activities.

I understand while participating in this activity I and/or my child/ward may be photographed and/or video taped. I agree to allow my child/ward's and/or my appearance, voice, name, photograph, video, or film likeness to be used for any legitimate purpose such as but not limited to promotional, advertising, and marketing purposes by the activity holders, producers, sponsors, organizers, and assigns. Any and all photographs, recordings, or other records of the event are the sole property of Rebel Race LLC. 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.

The Accident Waiver and Release of Liability Form is a legally binding agreement and shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I am of sound mind and body and not under the influence of alcohol or any illicit or prescription drug or medication which may in any way impair my ability to enter into this agreement. I fully understand the respective intent and meaning of all of the terms and provisions hereof and to participate in the Activity. I understand that by signing below, I have given up substantial rights. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL FOR MYSELF AND/OR FOR MY CHILD/WARD without coercion or duress.

Participant's Name

Participant's Signature

Date

If under 18 years old, Parent or Guardian must also sign next to the Participant's name.

Parent or Guardian's Name

Parent or Guardian's Signature

Date