

PARTICIPANT CONSENT, WAIVER AND RELEASE FROM LIABILITY

I acknowledge that participating in the Adventure Xstream Adventure Race Series and the Moab Epic ("Event") involves an above-average risk of personal injury to me and my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this Waiver and Release from Liability. In exchange for being permitted to compete in the Event, and having the opportunity to win prizes, I agree to the following:

I am in good health and have no physical conditions that affect my ability to compete in the Event and have not been advised otherwise by a medical practitioner. I am covered by medical insurance, individually or as part of an organization. I agree that before I participate in any portion of Event, I will inspect the related facilities, competition site, and equipment. I will immediately advise Event personnel of any unsafe condition that I observe. I will refuse to participate in the Event until all unsafe conditions have been remedied.

I assume all risks associated with my participation in the Event and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, which may not be reasonably foreseeable by anyone at any time. I agree not to sue Gravity Play Sports LLC, and other event permittees, land owners, sponsors, along with their parent companies, affiliates, and their successors and assigns ("Companies") their respective employees, agents, or volunteers for any injuries, losses, damages, claims, liabilities or expenses that are caused or alleged to be caused by their negligent or reckless acts or omissions, or the condition of the property, facilities or equipment used for the Event.

I agree to indemnify, defend and hold harmless Companies and their employees, agents and volunteers from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney's fees), costs and expenses incurred by Companies as a result of my unlawful actions or failure to act during the Event.

I give permission for Companies to use my biography, name and likeness in connection with the Event, and publicity, advertising and promotion for the Event and future editions of the Event or other similar Events. I waive any right that I may have to inspect or approve any finished product that may be used in connection with the Event. I assign to Companies all rights I may have to my biography, appearance, name, voice, photo, video or film likeness that have been captured in connection with the Event. I consent to appear in broadcasts of the Event in perpetuity.

I agree to wear appropriate safety equipment, as established by industry standards and common safety practices, during all activities and competitions at the Event. In connection with any injury or other medical conditions I may experience during the Event, I authorize medical treatment deemed necessary by medical and event personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who may provide medical treatment to me for malpractice. I agree to conduct myself in a professional manner and treat all colleagues, officials and spectators respectfully. I realize that if disciplinary action is taken against me, I am NOT entitled to Event prizes and I may be suspended from the Event and future Events.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions.

I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

Waiver and Permission to Participate

If a minor, Must be signed by parent or guardian for each applicant/participant

In consideration of the acceptance of this application, intending to be legally bound, I do hereby for the applicant/participant, his parents/guardians, heirs, executors and administrators, waive and release any and all rights and claims for damages I may have against the United States Orienteering Federation/Orienteering USA, the Gravity Play Sports, LLC Orienteering Club and its members, the school and/or scout group sponsoring this membership, and other public and private land owners and lessees, their representatives, successors, and assigns for any injuries resulting from participating in the event. I further attest that I recognize that participation in orienteering events may pose a risk of injury. The risks may cause minor injuries, serious injuries or in extreme circumstances even death. I also understand that the risks associated with orienteering may be caused by the participant through his or her own actions, or inaction, or the actions or inaction of others participating in the activity and that there may be other risks either not known or not readily foreseeable. I also attest that that my son or daughter is physically fit, able and qualified to participate in orienteering events.

If I determine I have concerns about participation for myself or for my child, I will not participate or allow my child to participate.

Emergency Contact Name & Phone Number (Friend or Family) _____

Printed Name of applicant/participant _____

SIGNATURE applicant/participant _____

If a minor, Parent or Guardian Print and Sign below:

Printed Name of parent/guardian _____

SIGNATURE parent/guardian _____