

## Ragnar Trail Relay - Race Release and Waiver

As a condition of my participation in the Ragnar Trail Relay (the "Event") as a runner, volunteer or otherwise, I hereby covenant not to sue and agree to release from liability the Ragnar Relay Series, together with its founders, owners, officers, directors, managers, agents and employees, including but not limited to Ragnar Events LLC, Ragnar Holdings LLC and their respective investors, officers, directors, managers, members, agents and employees; Ragnar Relay race 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 race course, the village or other race-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 primarily on rough trails but sometimes may also be 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, wild animals, 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 trail conditions, road conditions, including darkness and surface conditions such as loose sand, roots, rocks, uneven ground, and/or pot holes. I am aware of and appreciate all of these risks. I understand that wild animals, snakes, insects, vehicle traffic, and spectators will be present along the race course and that police protection will not be provided. I know that the presence of wild animals and vehicle traffic during the race present certain risks including animal attack and the risk of motor vehicle accidents involving participants, spectators, and/or other vehicles, and that such accidents can result in death or serious injury. I understand that Ragnar is not responsible for lost/stolen/damaged items from car or campsite.

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 Trail Guide. 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 race official relative to my ability to safely complete this road race and I further agree that race 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 Ragnar Events LLC, to use my image or likeness for race promotional purposes. I understand the race registration fees are nonrefundable.

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.

Additionally I understand that at Flat Rock Ranch Mountain Biking, Trail Running, and other trail use are hazardous experiences or activities with varying surface and environmental condition. It is different than road bicycling and urban running in that it is done on partially improved or unimproved trails and roads, as well as on naturally rugged terrain. In consideration of receiving permission to enter upon the property, Flat Rock Ranch, of the owners the Dreiss Family, the undersigned/participant hereby releases and discharges and forever acquits Flat Rock Ranch and owner and their respective officers, directors, servants, employees, and agents of any and all liability claims and demands including all attorney fees incurred in defense there of arising out of whether expressed or implied of Flat Rock Ranch or the owners and their respective officers, agents, servants, and employees while at Flat Rock Ranch arising out of or as a result of the undersigned participating in any activity of any type on Flat Rock Ranch including but not limited to mountain biking/trail running. This liability release shall be binding upon the assignee, distributors, heirs, next of kin, and administrators of undersigned and may be pled by Flat Rock Ranch and the owners as a complete bar and defense against any claim, demand, action, or cause of action by or on the behalf of the undersigned.

By signing this liability release the participant hereby acknowledges and expressly represents that:

1. Participant is duly aware of the risks and hazards inherent upon entering Flat Rock Ranch and riding mountain bikes/trail running on the premises.
2. Participant elects voluntary to enter Flat Rock Ranch and rides a mountain bike/trail run on the premises.
3. Participant assumes the duty of knowing the present condition of Flat Rock Ranch.
4. Participant recognizes that Flat Rock Ranch may become more hazardous and dangerous during the time the undersigned is present on Flat Rock Ranch riding his/her mountain bike or trail running.
5. By virtue of the participant's presence on Flat Rock Ranch, the participant acknowledges participant is acceptance of the condition of Flat Rock Ranch and all risks attendant thereto. Participant agrees to operate his/her mountain bike or trail run only on marked trails.
6. Participant recognizes that falls and collisions with pedestrians, and other mountain bikes and vehicles do occur and assumes all risks and responsibility for such accidents and injuries.
7. I understand HELMETS ARE REQUIRED and I agree to wear a helmet at all times while mountain biking. If I sustain any injury as a result of any of the aforementioned risks and hazards, I AGREE NOT TO SUE any of the above mentioned.
8. Participant is over 18 years of age and is of sound mind of that he/she is younger than 18 years of age, he/she is accompanied by a parent or guardian who is over 18 years of age and of sound mind who has read the forgoing liability

release, understands it and signs it voluntarily. Furthermore the undersigned being at least 18 years of age indemnifies the  
aforementioned entities against any and all claims which may result from minors participation in the aforementioned activity.  
EXERCISE CAUTION! MOUNTAIN BIKING IS DIFFERENT THAN ROAD BIKING! TRAIL RUNNING IS DIFFERENT FROM URBAN  
RUNNING! WHILE RIDING OR RUNNING ON FLAT ROCK RANCH YOU MAY EXPERIENCE OTHER BIKES, OTHER RUNNERS, AND  
VEHICLES, LOOSE GRAVEL, AND DIRT, WET SURFACES, HOLES, DOWNED TMBER AND OTHER OBSTACLES, ON COASTING  
DESCENTS, SLOW DOWN AND ENJOY YOUR RIDE!

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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**COMPLETE IF RUNNER/VOLUNTEER IS BELOW THE AGE OF 18**

I am the parent or guardian of the "Child". My Child is fit for the Event, and I consent to my Child's participation. I have read and I understand the above agreement. In consideration of allowing my Child to participate, I consent to the agreement and agree that its terms shall likewise bind me, my Child, and our respective heirs, legal representatives, and assignees. I hereby release and shall defend, indemnify and hold harmless Releasees from every claim and any liability that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, whether caused by the negligence of my Child, the Releasees or others, to the maximum extent permitted by law. I covenant not to sue Releasees on my behalf or on behalf of my Child for any claim arising from my Child's participation in the Event.

PARENT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT SIGNATURE: \_\_\_\_\_