

The Goliath Relay Race Waiver 2017

As a condition of my participation in the Goliath Relay 2017 (the "Event") as a swimmer, rider, runner, volunteer or otherwise, I hereby covenant not to sue, and agree to release from liability, the Goliath Relay, together with its founders, owners, officers, directors, managers, agents and employees, including but not limited to (a) and their respective investors, officers, directors, managers, members, agents and employees; (b) Goliath Relay race officials and volunteers; and (c) any and all other sponsors, suppliers, agents, independent contractors and other personnel in any way assisting or associated with this Event (collectively "Releases"). This Race Release and Waiver (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, exchanges or other race-related venues. I have read this Release 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 in this Event by one or more Releases, I hereby freely agree to and make the following additional contractual representations and agreements:

1. I know that this Event 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: (a) illness; (b) traveling to and from the event; (c) falls; (d) collisions with pedestrians, vehicles, other participants, and fixed or moving objects; (e) the effects of weather, including temperature extremes and humidity; (f) traffic accidents; (g) the negligence of myself and/or others, including Releases; (h) animal attacks; and (i) road conditions, including darkness and surface conditions such as pot holes; (j) drowning.

I am aware of and appreciate all of these risks. I understand that both 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 vehicle traffic during the race increases the risk of motor vehicle accidents involving participants, spectators, and/or other vehicles, and that such accidents can result in death or serious injury.

2. 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 Releases' safety instructions, including all rules and conditions set forth. 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.

3. 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 swim and/or road race and I further agree that race officials may authorize necessary emergency treatment for me.

4. Having read this Release 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 their own behalf or my behalf (collectively my "Successors"), covenant not to sue, and FOREVER WAIVE, RELEASE, DISCHARGE, and HOLD HARMLESS Releases from any and all claims or liability of any kind or nature whatsoever arising out of or related to my participation in this Event, even though such liability may arise out of negligence or carelessness on the part of Releases.

5. In exchange for my being permitted to participate in the Event, and understanding there will be no additional compensation to me, I hereby authorize Goliath Relay, to use my image or likeness for race promotional purposes. I understand the race registration fees are nonrefundable. I have read the race rules and agree to abide by the rules and conditions contained therein.

6. 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 Release, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releases in defending such claim. This Release 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 Releases 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 Release 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.

7. I acknowledge and agree that there are no refunds if the race is cancelled or delayed due to causes beyond Releases' control, including but not limited to, acts of God, war, strikes or labor disputes, fires, riots, terrorism, vandalism, accident, government orders, certain severe weather conditions such as severe heat, electrical storm, snowfall, tornadoes, earthquakes, hurricanes, flooding, fog, severe weather conditions where significant damage or altercations to the race course occur, or any other force or event.

Participant Name (printed) _____

Participant Signature _____

Date: _____

CONSENT AND RELEASE OF PARENT(S) OR GUARDIAN(S) I am the parent or guardian of the above listed minor ("Child"). My Child is fit for the Event, and I (and, if I am married, my spouse) consent to my Child's participation. I have read and I understand the above Release. In consideration of allowing my Child to participate, I (and, if I am married, my spouse) consent to the foregoing Release and agree that its terms shall likewise bind me (and, if I am married, my spouse), my Child, and our respective heirs, legal representatives, and assignees. I (and, if I am married, my spouse) hereby forever release and discharge, and shall defend, indemnify and hold harmless Releases, from every claim, liability, cause of action, and expense that I (and, if I am married, my spouse) or my Child may allege against the Releases (including medical expenses and 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 Releases, or others, to the maximum extent permitted by law. I (and, if I am married, my spouse) covenant not to sue Releases on my behalf or on behalf of my Child for any claim arising from my Child's participation in the Event. If I am married, I am signing this Release also in behalf of, and as authorized agent for, my spouse.

Parent or Guardian (if above named participant is a minor) Name (Printed)

Parent or Guardian Signature

Date: _____