

## **GENERAL RELEASE AND WAIVER OF LIABILITY AGREEMENT**

The undersigned Athlete/Spectator ("Athlete/Spectator") understands and acknowledges that it is a The undersigned Athlete/Spectator ("Athlete/Spectator") understands and acknowledges that it is a requirement as a condition of participation in any and all adventure races, military style obstacle course races, endurance races, endurance races of any distances, duathlons, triathlons, and other races (each an "Event") conducted in whole or in part by Alpha Warrior, LLC and affiliate /or its parent or affiliated companies such as San Antonio Sports Foundation, d.b.a. San Antonio Sports, to enter into this General Release and Waiver of Liability Agreement, and to assume all risks of participation in the Event by signing below.

The Athlete/Spectator on behalf of himself/herself and on behalf of the Athlete/Spectator's personal representatives, assigns, heirs, executors, and successors hereby fully and forever releases, waives, discharges and covenants not to sue Alpha Warrior, LLC, its parent and affiliated corporations such as San Antonio Sports Foundation, d.b.a. San Antonio Sports and charities, its officers, directors, shareholders, employees, contractors, or anybody else acting on behalf of Alpha Warrior, LLC, the city(ies), county(ies), state(s) hosting the Event(s), any and all municipal agencies whose property and/or personnel are used or in any way assist, all sponsoring or co-sponsoring companies or individuals related to the Event, together with their officers, directors, shareholders, successors and assigns, (collectively "Releasees") from any and all liability to the Athlete/Spectator and his/her personal representatives, assigns, heirs, executors, and successors for any and all loss(es), damage(s) and any and all claims or demands therefore, on account of injury to the Athlete/Spectator, his/her property or resultant death, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with the Athlete/Spectator's participation in the Event.

The Athlete/Spectator represents and warrants that he/she is in good physical condition and is able to safely participate in the Event. The Athlete/Spectator is fully aware of the risks and hazards inherent in participating in the Event and hereby elects to voluntarily participate, knowing the risks associated with the Event. The Athlete/Spectator hereby assumes all risks of loss(es), damage(s), or injury(ies), including but not limited to physical injury or death, that may be sustained by him/her while participating in the Event. The Athlete/Spectator agrees to the use of his/her name and photograph in broadcasts, newspapers, brochures and other media without compensation. The Athlete/Spectator further recognizes and acknowledges that certain information collected by The Active Network, Inc. through the registration process for the Event may be shared with third parties from time-to-time.

The Athlete/Spectator acknowledges that the entry fee paid is non-refundable and non-transferable. The Athlete/Spectator acknowledges and agrees that Alpha Warrior, LLC, in its sole discretion, may delay or cancel the Event for any reason. If the Event is delayed or cancelled for any reason, including but not limited to: fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, acts of God, rain, hail, hurricane, tornado, earthquake, or any other natural disaster, or any other cause beyond the control of Alpha Warrior, LLC, there shall be no refund of the entry fee or any other costs incurred, directly or indirectly, by the Athlete/Spectator in connection with the Event.

The Athlete/Spectator hereby grants to the medical director of the Event, and his/her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorizes medical treatment to the Athlete/Spectator as needed. The Athlete/Spectator understands that they have the right to refuse medical care and advice of Event medical directors and representatives. If the Athlete/Spectator's medical condition becomes such that the Athlete/Spectator's mental capacity is questioned, the physician has the right to recommend and initiate treatment of the Athlete/Spectator. It is understood and agreed that the Athlete/Spectator hereby assumes liability for any and all medical expenses incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services, and any and all other medical associated costs or expenses.

The Athlete/Spectator warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing the Athlete/Spectator to participate in the Event. THE ATHLETE/SPECTATOR HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT. IF THE ATHLETE/SPECTATOR IS UNDER AGE 18 HIS/HER PARENT OR GUARDIAN MUST SIGN THIS RELEASE AND WAIVER AGREEMENT AND AGREE TO BE BOUND HEREBY. The Athlete/Spectator's Parent's or Guardian's signature above certifies that, as his or her son/daughter/ward, the Athlete/Spectator has the Parent's or Guardian's permission to participate in the Event. The Athlete/Spectator's Parent or Guardian has read and understands the foregoing RELEASE AND WAIVER OF LIABILITY AGREEMENT (above) and by signing intentionally and voluntarily agrees to its terms and conditions. The Athlete/Spectator's Parent or Guardian further certifies that his or her son/daughter/ward is in good physical condition and is able to safely participate in the Event. Parent or Guardian hereby authorizes medical treatment for the Athlete/Spectator and grants access to the Athlete/Spectator's medical records as necessary and as stated above.

THE ATHLETE/SPECTATOR HAS READ THE FOREGOING, AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS GENERAL RELEASE AND WAIVER OF LIABILITY AGREEMENT.

Participant Name	Date
Signature	Participant Date of Birth
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Emergency Co	ontact Information
Name	Phone Number