

CITY CHALLENGE OBSTACLE RACE LLC

PARTICIPANT WAIVER, RELEASE OF LIABILITY

Last Name (Print): \_\_\_\_\_

COVENANT NOT TO SUE & IMAGE RELEASE

Event Location: RANDALLS ISLAND, NY 08/17/2019

In consideration of being allowed to participate in any way in the above referenced NEW YORK CITY CHALLENGE RACE competition(s), race(s), related events (the "Event") and/or activities, I, the undersigned, acknowledge, covenant and agree that:

1. The risk of injury and/or death from the activities involved in the Event is significant including, but not limited to the following; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries; (vii) over-use syndrome; (viii) injuries involving vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) falling, slipping (xii) heart attack and (xiii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist;
2. AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation in the Event.
3. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE CITY CHALLENGE OBSTACLE RACE LLC, NEW YORK CITY CHALLENGE RACE LLC, RANDALLS ISLAND PARK ALLIANCE, THE CITY OF NEW YORK CITY, NJ and their officers, directors, representatives, members, principals, officials, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (individually and collectively, the "Releases"), WITH RESPECT TO ANY AND ALL INJURY, SUITS, COSTS, LIABILITY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless Releases from any loss, liability, cost, claim damages arising from my participation in or association with activities and events organized and sponsored by the City Challenge Race LLC (or hosted or allowed by City of New York) or connected with the Event.
5. I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I am physically fit and sufficiently trained to participate in all activities associated with the Event. My participation in activities and events organized or sponsored by City Challenge Race LLC is entirely voluntary. I further certify and represent that on the date of the Event I will possess and be covered by medical/health insurance, individually or as part of an organization.
6. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releases from any and all liability or claims arising out of such treatment.
7. The Releases reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the event due to weather conditions, Acts of God or other factors beyond the control of the Releases that might affect the health and/or safety of the participants. No refunds will be granted.
8. I irrevocably grant unlimited permission to Releases, to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name (PRINT): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EMERGENCY CONTACT Name: \_\_\_\_\_ Phone: \_\_\_\_\_

MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required)

The undersigned, \_\_\_\_\_, hereby certifies, warrants and represents that I am the legal parent or guardian of \_\_\_\_\_, the signer of the above Release (the "Participant"), and that after fully informing myself regarding the nature and risks of the Event, I give my permission for Participant to participate in the same and by my signature below I fully ratify, accept and agree to all of the terms of the above Release both for myself individually and as legal parent or guardian of the Participant.

Signature \_\_\_\_\_ Relationship to minor \_\_\_\_\_