

BEL MONTE RACES WAIVER

BEL MONTE 50 MILER, 50 KILOMETERS AND 25 KILOMETERS

WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

1. The person who engages in the Bel Monte 50 Miler, 50 Kilometers and 25 Kilometers shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older OR it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that participation in the Bel Monte 50 Miler, 50 Kilometers and 25 Kilometers Events (hereinafter the "ACTIVITY") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.
2. THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, INJURIES AND/OR DEATH may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: extreme weather and cold temperatures, equipment failure, improper use of equipment, existing and changing trail conditions, rocks of various sizes, rugged mountainous terrain, steep slopes, varying slopes, uneven and/or slippery conditions, varying weather and surface conditions, variations in terrain, bumps, stumps, forest growth, trees, erosion, loose dirt, rocks and gravel, wet surfaces, holes and potholes, downed timber, debris, bikes and vehicles, paved and unpaved surfaces, soft shoulders, lightening or other adverse weather, limited access to medical attention, inadequacy of medical attention, the physical condition of the PARTICIPANT, strenuous activity, dehydration, and heat, becoming lost or separated, in driving to and from the ACTIVITY site. THE UNDERSIGNED certifies that he/she has been cleared by a medical doctor to participate in this activity and that he/she does not have any medical conditions which might pose a risk to THE UNDERSIGNED'S health and well being.
3. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby ASSUMES ANY AND ALL RISKS associated with the PARTICIPANT'S participation in the ACTIVITY whether known or unknown, inherent or otherwise. Additionally, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY Bad to the Bone LLC, USA Track and Field, Royal Oaks Resort, their affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, volunteers, race committee, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") FOR ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT'S participation in the ACTIVITY, including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.
4. THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT and their animals, including death, which PARTICIPANT and/or their animals may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED AGREE NOT TO SUE any RELEASED PARTY and agree they are releasing any right to make a claim or file a lawsuit against any RELEASED PARTY. THE UNDERSIGNED further AGREE TO DEFEND AND INDEMNIFY each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT'S participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.
5. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care and has trained and prepared for heat and difficult conditions and understand and accept the risk of heat exhaustion. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to an ambulance, medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT'S transport to any such medical facility, ambulance or hospital that the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.
6. Undersigned gives Bad to the Bone LLC or any third party authorized by Bad to the Bone, including, without limitation, any sponsors, permission to take and use photographs, video recordings, or movies of Participant taken during an Activity for any purpose in promoting Bad to the Bone or Sponsor, in print, brochures, advertisements, films or videos and on broadcast presentations of any sort. The race committee reserves the right to reject any entry. There will be no refunds or transfers. If the race is cancelled because of force majeure or circumstances beyond the control of the race committee, there will be no refunds or transfers.
7. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the State Park trails and facilities and trails on adjacent private properties, THE UNDERSIGNED agree that ANY AND ALL CLAIMS for injury and/or death arising from the PARTICIPANT'S participation in the ACTIVITY shall be GOVERNED BY VIRGINIA LAW and EXCLUSIVE JURISDICTION of any claim shall be in the DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF VIRGINIA.
8. In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.
9. By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT.
10. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHER

BEL MONTE RACES WAIVER- COVID ADDENDUM

WAIVER - Please Read

I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in the Bel Monte 50 Miler, 50K, 25K.

I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 is in connection with my participation in any race-related activities, and personally assume this risk.

I certify that, to the best of my knowledge, I have not had symptoms commonly associated with COVID-19 (fever/chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste/smell, sore throat, congestion or running nose, nausea or vomiting, diarrhea or any other symptoms that cannot be otherwise explained) in the past fourteen (14) days, nor have I been directly exposed to an individual contagious with COVID-19 in the past fourteen (14) days.

I agree that I will notify the race directors of the Bel Monte 50 Miler, 50K, 25K at francesca@badtothebone.biz if I develop symptoms or am exposed between the time of my signing this waiver and my arrival at the race event.

I agree that, if I develop clear symptoms and/or receive a positive test for COVID-19 in the fourteen (14) days after the event, I will notify the race directors of the Bel Monte 50 Miler, 50K, 25K at francesca@badtothebone.biz. I understand my personal information will be kept confidential, and CDC guidelines for contact tracing and notification will be followed.

I agree to follow the race-specific Safety Protocols as specified and/or any subsequent updates that will be communicated to me by the race directors via email, website and/or in-person communication. I understand that those not cooperating will be asked to leave, and that runners could be subject to disqualification if they themselves or their associated crew/pacers fail to follow the protocols.

Name (print)

Signature

Date
