

PLEASE READ THIS RELEASE CAREFULLY BEFORE SIGNING. THIS RELEASE WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

I HEREBY CERTIFY THAT I am the Participant, Parent or Legal Guardian, or approved signatory of the Participant named above, and that I am authorized to execute this entry form and release for the Inaugural TENNACITY Trail Run 5k (the "Event"). I certify that I have read this release and voluntarily agree to its terms and conditions. I further certify that I or the Participant are in good physical condition and are able to safely participate in the Event. I hereby authorize medical treatment for either of myself or signed participant as necessary.

ON BEHALF OF MYSELF AND THE PARTICIPANT, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE TENNACITY, all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, property owners, and organizers (including race directors), volunteers, all other persons or entities involved with the Event, states, cities, towns, and other governmental bodies and locations in which the Event or portions of the Event take place, and the officers, directors, members, employees, agents, insurers, and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses

SEE REVERSE FOR ADDITIONAL RELEASE

(economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation or the Participant's participation in, or traveling to or from, the Event (whether or not sanctioned by TENNACITY) including but not limited to any claims for theft, damage to any equipment, negligence, personal injury, partial or permanent disability, claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any claims for medical or hospital expenses.

I acknowledge that the Event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, or property damage. I acknowledge and agree that it is my sole responsibility to determine whether the Participant and/or I are healthy enough to safely participate in the Event, and I attest and certify that I and/or the Participant are sufficiently fit and physically trained to participate in the Event, and that I have conferred with a physician or other medical professional to determine whether there is any reason that I and/or the Participant should not participate in the Event.

I acknowledge and ASSUME ALL OF THE RISKS of running in the Event in which I decide to participate or I allow the Participant to participate (collectively, "risks"). I acknowledge that these risks may include dangerous conditions and exposure to potential physical injury or even death resulting from, among other things, vehicles or persons on the race course, falls, contact or encounters with other participants, staff, officials, contractors, vendors, volunteers and spectators, the effects of weather including heat, cold, and humidity, defective equipment, dangerous conditions on the roads or in the water, contact with other swimmers, and other man-made and natural hazards in the water. By signing below, I understand that I and/or the Participant will be participating in all aspects of the Event at my own risk, that it is ultimately my responsibility to risk participation in the Event, including but not limited to swimming in any body of water, and that I am waiving and releasing my legal rights and the legal rights of the Participant to sue for any injury or damages arising out of or resulting from all such risks. I further understand that these risks may be the result of negligence or carelessness on the part of persons or entities defined above as Released Parties.

I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my participation or the Participant's participation in the Event, the breach or failure to abide by any part of this Release, and the actions or inactions by the Participant or by me which cause injury or damage to any other person. I further agree to indemnify and hold harmless the Released Parties for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of the Participant in the execution of this Release. This indemnification provision includes any action by or on behalf of the Participant or by any other parent or legal guardian of the Participant.

I ACKNOWLEDGE that prior to participating in the Event, I have the obligation to inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the person supervising the Event. I FURTHER GRANT to the Event organizers, and their licensees the right, permission, and authority to use the Participant's or my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of the Event (whether for profit or otherwise), and I WAIVE any rights to future compensation to which I or the Participant might otherwise have been entitled for such use.