



**TIMBERLINE EVENTS, LLC
ACKNOWLEDGEMENT AND ASSUMPTION OF RISK
RELEASE AND INDEMNITY AGREEMENT
Our lawyer made us say this... PLEASE READ CAREFULLY**

I know that running in or volunteering for a road race, regardless of the distance, is a potentially hazardous activity. I should not enter and participate unless I am medically able and properly trained. I accept all the risks of participating in the 2018 *Flaming Foliage Relay* (hereafter "the EVENT") even if they are created by the negligence of a Released Party or anyone else.

I agree to abide by any decision of a race official relative to my ability to safely complete this road race and I further agree that race officials may authorize necessary emergency treatment for me and may alter the course for the safety of the participants. I also understand that police protection will not be provided, parts of the event will take place at night, sometimes in remote areas and often several hours from medical facilities and both vehicle traffic and spectators will be present along the course and I assume the risk of running or volunteering under such conditions. I grant my permission to *Timberline Events LLC* to utilize any photographs, motion pictures, videotapes, recordings, and any other references or records the EVENT may depict for any purpose, including commercial use by *Timberline Events LLC*.

I further assume any and all other risks associated with participating in the EVENT including but not limited to: physical exertion, authorized and unauthorized vehicles on the race course, illness, fatigue, altitude sickness, dehydration, traveling to and from the event on paved and unpaved trails, roads and highways at elevations between 4,500 and 11,500 feet, slips, trips, falls, contact with spectators or other participants, bicyclists, the effects of the weather (including but not limited to temperature extremes, humidity, lightning, high altitude exposure and thunderstorms) and the surface conditions of the roads (including but not limited to natural hazards such as rocks, dirt, water and debris and man-made hazards such as cattle guards, pot-holes, fences, mile markers and delineator posts), all such risks being known and appreciated by me.

AS THIS IS AN OPEN COURSE, USE OF HEADPHONES OR EAR BUDS WHILE RUNNING IS STRICTLY PROHIBITED. ANY RUNNER OBSERVED BY RACE OFFICIALS OR REPORTED FOR USE OF THESE DEVICES WHILE RUNNING WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE RUNNER AND HIS OR HER TEAM. IF DISQUALIFIED, RUNNER/TEAM AGREES TO ABANDON COURSE.

I HAVE READ AND UNDERSTAND THE EVENT POLICY REGARDING HEADPHONES AND EARBUDS.

Initials _____

Timberline Events LLC shall indemnify, hold harmless, assume liability for, and defend USA Track & Field, Inc. (USATF), its member Associations, employees, officers, agents and volunteers from any and all damages, awards, costs and expenses including, but not limited to, attorneys' fees, court costs, and all other sums which USATF and its member Associations, employees, officers, and volunteers may pay or become obligated to pay on account of any and every demand, claim or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the (a) negligence or willful misconduct of Organizer or its agents, employees or representatives, (b) violation of any applicable laws or rules and regulations of USATF or the IAAF by Organizer or its agents, employees or representatives, or (c) sanction issued by USATF and/or its member Associations, on 8/5-8/6/2017 or by any action or omission of Timberline Events LLC, its members, agents, employees, volunteers, officers or directors in relation to the sanction.

Having read this waiver and knowing these facts, and in consideration of the acceptance of my entry, I hereby for myself, my heirs, my executors, administrator, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge Race Director Paul Vanderheiden, *Timberline Events LLC*, any and all cities, municipalities, government agencies, private land owners, or any other race officials, volunteers, and any and all other sponsors, suppliers, agents, independent contractors, contract-employees, and any other personnel in any way assisting or connected with this event from any and all claims or liability of any kind or nature whatsoever arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons or parties named in this waiver.

I HAVE READ AND UNDERSTAND THIS DOCUMENT. I FREELY AND VOLUNTARILY AGREE TO BE BOUND BY THIS DOCUMENT.

The minimum age of participants is fourteen (14) years of age. Participants between the ages of fourteen (14) and eighteen (18), as well as their parent or legal guardian, will need to sign this waiver.

PRINT NAME

DATE OF BIRTH

SIGNATURE (if under 18, signature of parent or legal guardian is required)

DATE

TEAM NAME/ORGANIZATION

CHECK ONE: runner volunteer driver