

## **CHECKPOINT ADVENTURES, LLC.**

### **ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY AND APPLICANT CONSENT , INDEMNIFICATION AGREEMENT, ACCEPTANCE OF CHECKPOINT ADVENTURES, LLC (“CHECKPOINT”) EVENT RULES FOR CHECKPOINT EVENTS, AND MEDIA RELEASE (HEREIN “EVENT”)**

This Agreement is given by the undersigned Applicant for the benefit of Checkpoint and its respective divisions and associations, employees, official(s), owner(s), agents, members, sponsors, promoters and affiliates (collectively "Releasees").

I acknowledge that adventure racing, navigation, endurance events, and multi-sport are inherently dangerous sports in which I participate at my own risk. I acknowledge that the Event will occur in a rural and/or urban environments and will included, but is not limited to, the following activities and dangers: navigation, trekking, bicycling on and off roads, trails, and highways, canoeing, orienteering, in-line skating, scootering, kayaking, running, ropes and sleep deprivation, getting lost, traffic, animal attacks, dehydration, landslides, cliffs, falling rocks. In consideration of and as a condition of entering in the Event, I individually and on behalf of my heirs, executors, administrators, legal representatives, successors and assignees, release and forever discharge, hold harmless, indemnify, including as to attorney fees, and promise not to sue Releasees on, from or against, and waive, any claims, damages, expenses or demands arising directly or indirectly from or attributable in any way to the negligence, action or failure to act of any Releasees in connection with the sponsorship, organization or execution of any adventure racing or sporting event, including travel to and from such event, pre and post event functions, in which I may participate as a racer, rider, team member, volunteer, spectator or in any other manner.

I currently have no known physical or mental condition that would impair my capability and am fit to fully participate in adventure racing, navigation, endurance events, and multi-sport. I agree that before I participate in any portion of the Event, I will inspect the related facilities, competition site, and equipment. I will immediately advise Event personnel of any unsafe condition that I observe. I will refuse to participate in the Event until the unsafe conditions have been remedied. I agree to give notification of all medical emergencies to the correct parties, including but not limited to, local emergency officials, emergency medical services (EMS) and local ambulance services. I agree that Releasees are not involved in solving my medical emergencies.

I participate willingly and voluntarily and I assume responsibility for damages to or loss of my personal property. I assume risk for accidents or injury caused during the Event. I have reviewed the complete document entitled Checkpoint Event Rules. I agree to follow all conditions provided by the Checkpoint Event Rules and have asked and received answers to any questions. I also agree to follow any specific instructions and wear all appropriate safety equipment I may be given at the Event. I assume the risk(s) of personal injury, accident and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractures or broken bones, cuts, eye damage, scrapes, wounds, abrasions and/or contusions, oxygen shortage (anoxia), head, neck, and/or spinal injuries, shock, paralysis, and/or death.

I hereby approve the free use of my name, picture and likeness including voice done by either film/video/photographed in broadcast, telecasts, or the press as they pertain to the Event and waive my right to any compensation as a result of my name or likeness being used in any way.

I hereby acknowledge that I have sole responsibility for my personal possessions and athletic equipment during the event, and its related activities. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the event.

**I KNOWING AND FREELY ASSUME ALL RISK, BOTH KNOWN AND UNKNOWN EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THIS EVENT. I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS RELEASEES.**

Every term and provision in this Agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This Waiver is to be construed as broadly as possible to provide a release and waiver to the maximum extent permissible under applicable law.

**I have read and understand the foregoing acknowledgement of risks, assumption and responsibility, and release of liability. I understand that by signing this form I may be waiving**

**valuable legal rights and agreeing to all the provisions and conditions provided by the Checkpoint Event Rules. I SIGN VOLUNTARILY WITHOUT ANY INDUCEMENT FULLING UNDERSTANDING THE RISK, RELEASE OF LIABILITY AND APPLICANT CONSENT, INDEMNIFICATION AGREEMENT, MEDIA RELEASE AND CHECKPOINT EVENT RULES AND ACCEPT ALL THE CONDITIONS CONTAINED THEREIN.**

Applicant's name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ AGE: \_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

In an emergency, notify (name): \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Applicant's name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ AGE: \_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

In an emergency, notify (name): \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Applicant's name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ AGE: \_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

In an emergency, notify (name): \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Applicant's name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ AGE: \_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

In an emergency, notify (name): \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Applicant's name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ AGE: \_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

In an emergency, notify (name): \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_