

Black Bear Virtual Race Participant Liability Waiver

I know that participating in an event, the Black Bear Virtual Race, that is organized as a virtual activity where I run or walk (ongoing references will be to running, but pertain to all means of travel used during the event) on my own, at a date and time of my choosing, in a location and running route of my choosing, which will not have any support or security measures in place by Fresh Tracks Racing, LLC, is a potentially hazardous activity, which could result in injury or death. I acknowledge that I am participating in the activity outlined by this event by my own free will and at my own personal risk. I will not participate in an event unless I am medically able and properly trained, and by my attestation, I certify that I am medically able to perform this event, and am in good health, and I am properly trained. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>, or, if outside the United States, I have read and agree to follow the corresponding laws, guidelines, and recommendations put in place by the nation(s) and health authorities of the nation(s) in which I will participate. I attest that if my community has a shelter-in-place order, I will participate only in the manner thereby allowed. I agree to follow all pedestrian safety ordinances, including running on a sidewalk where available and not in the road. I agree to follow the rules of the road if no sidewalk or multi-use trail is available, and I will run in the direction required by local regulations.

I agree to abide by any decision of a race official relative to any aspect of my participation in this virtual event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I, having read the rules of the event scheduled for August 1, 2020 to September 14, 2020, including the terms in this waiver, the timeline of the event, and agree to abide by them. I assume all risks to me associated with running on my own as part of this event, including but not limited to: falls, contact with other pedestrians, the effects of the weather, including temperature and/or humidity, traffic, and the conditions of the road or trail, all such risks being known or unknown and appreciated by me when out running on my own without any type of support from local officials or event organizers.

Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release Fresh Tracks Racing, LLC, all event sponsors, and their representatives and successors from all claims or liabilities of any kind arising out of my participation in this virtual event, and waive my ability to bring any legal action against the entities outlined in this waiver as I am voluntarily electing to run on my own as part of this virtual event. I grant permission to all of the foregoing to publish information containing my name, goals, and submitted runs for the event. I also grant

permission to all of the foregoing to use my name, race information, and the photographs and videos that I may share online as part of the event for any legitimate purpose.

Furthermore, if I am entering the event on the behalf of others, I certify I have the authority to register these participants and to agree to the waiver on their behalf, and that I hereby do so.