



Breakaway Athletic Events Inc.

WAIVER AND RELEASE OF LIABILITY / ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of Breakaway Athletic Events Inc. ("Breakaway Athletic Events") allowing me to participate in and/ or register for this Event, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, assigns, agents, representatives, and for any party on whose behalf I am filling out this registration form, hereby fully release Breakaway Athletic Events, its officers, agents, representatives, employees, subsidiaries, and contractors, including but not limited to Breakaway Athletic Events Inc. (collectively, "Released Parties") from any and all liabilities, claims, causes of action, or suits arising from or connected to my participation or registration (or the participation or registration of any party on whose behalf I am filling out this registration form) in any events which are affiliated with, associated with, or organized by Breakaway Athletic Events (collectively, the "Events"). I represent and warrant that, in the event I am filling out this registration form on behalf of another party: (i) said party has expressly authorized me to agree to all of the terms contained herein on behalf of said party; (ii) my acceptance of the terms contained herein is legally binding on said party by virtue of the authority granted me by said party; and (iii) by agreeing to the terms herein, I bind myself and said party to the terms contained herein. The terms "I" and "me" shall hereafter refer interchangeably to myself and any party on whose behalf I am filling out this registration form. I represent and warrant that, in the event I am filling out this registration form as the Parent and/or Legal Guardian of a minor, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

THE ATHLETIC RACE EVENTS MAY INVOLVE INHERENTLY DANGEROUS ACTIVITIES. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill

levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event. I also agree and acknowledge that, in the event I have chosen to raise funds with Breakaway Athletic Events Inc. ("Breakaway Athletic Events"), an administrative fee of three and one half percent (3.5%) plus one dollar (\$1.00) per donation will be retained by Breakaway Athletic Events. I understand that as with all credit card transactions, Breakaway Athletic Events is charged a small, variable fee that will be retained as well. All remaining funds will benefit the charity I have designated. By participating in the race, using Breakaway Athletic Events registration system, and by either clicking 'I Agree' or signing below, I hereby grant to the Released Parties the absolute and irrevocable rights to use my name, quotes and/or photos and images on the Internet (World Wide Web), in print publications, video and multimedia presentations, and/or for any purpose which may include, but not limited to, display, public relations, marketing, social media or designs. I understand that my name and/or the images may be used for display or advertisement for the web site, social media and/or literature published. I further hereby waive the right to inspect or approve the images prior to any form of usage, and understand that the images may be modified to be used as design elements. This agreement is a permanent licensing agreement that allows the Released Parties to use any images, quotes and/or my name for any publishing purposes. I will not hold any Released Parties responsible for any use or misuse of my name, quotes and/or the images. I agree to hold harmless the Released Parties from any and all actions, claims, and demands arising out of or in connection with the use of all or any part of the photographs (including computer images or reproductions of any kind), including any editorial or comment which may accompany the images in their displayed format and/or my name.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the Released Parties with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Events (or the participation in the Events of any party on whose behalf I am filling out this registration form) or the use of Breakaway Athletic Events registration system, including without limitation claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim, including all reasonable attorneys' fees incurred in connection therewith. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by entering into it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have

signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement shall be governed by the laws of the State of Colorado, irrespective of conflict of law principles. All actions arising from or related to this Agreement or your use of Breakaway Athletic Events registration system shall be tried exclusively in Larimer County, Colorado. You hereby consent to the jurisdiction of said County or District Court and waive any and all objections regarding jurisdiction or venue. By using Breakaway Athletic Events registration system, and/ or by participating in any Race Events, you agree to be bound by the terms herein.

According to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) no health information about any competitors can be released for information purposes without the express permission of the athlete. HIPAA rules came into full effect in April, 2003. We are prohibited by federal law from releasing any information without an athlete's written permission.

___ I understand and acknowledge that I am giving permission to provide the information regarding my location, admission to the medical tent, medical condition or, if necessary, transfer to a hospital to my spouse, friend or next of kin. I understand and agree that to provide this information is voluntary. I understand that I have the right to revoke this authorization at any time.

___ I understand that if I revoke this authorization, I must do so in writing and present my written revocation to a member of the Breakaway Athletic Events staff. I understand that this revocation must be submitted before 11:59 p.m. on the day prior to the event for which I am registered. I understand that this revocation will not apply to information that has already been released in response to this authorization.

___ I understand that my revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire at 11:59p on the date of said event.

___ I understand that all participants have the right to receive medical treatment by the Breakaway Athletic Events appointed or hired medical staff, Breakaway Athletic Events staff and volunteers where permitted by law.

Colorado Division of State Parks and Recreation, Larimer County & City of Fort Collins Waiver and Release

This is a Waiver and Release for participation in a Colorado Division of State Parks and Recreation, Larimer County or City of Fort Collins event or program or independent program occurring in or about a Colorado State Park, Larimer County Space or City of Fort Collins Public Space. Injury may result from your participation in this event/ program. Additionally, property damage or loss may occur. You are expected to familiarize yourself with the rules of conduct for the event/program as well as Colorado Division of State Parks and Recreation, Larimer County Park or City of Fort Collins Public Space policies. You are expected to follow proper operating procedures including safety procedures, plus any directions given by an authorized park or event/program coordinator employee. The undersigned, being at least eighteen years of age, and in consideration of participation in a State Parks event/program or program or independent program occurring in or about a Colorado State Park, Larimer County Park or City of Fort Collins Public Space (hereinafter "event/program/race"), does hereby agree to this waiver and release. I do hereby agree to assume all risks which may be associated with or may result from, my participation in this event/program, including but not limited to the actual course of activities or while using the facility, parking lots, transportation or access to State Park's facilities and recreation sites. I acknowledge that this particular program, while conducted on public land or facilities, is not under the supervision, regulation or control of Colorado Division of State Parks, Larimer County or the City of Fort Collins, and I cannot rely on the Colorado Division of State Parks and Recreation, Larimer County or the City of Fort Collins to exercise any supervision, regulation or control of the program. I recognize that participation in the event/program may involve moderate to strenuous physical activity and may cause physical and or emotional distress to participants. There may also be associated health risks. I state that I am free from any known heart, respiratory or other health problems that could prevent me from safely participating in any of the activities. I certify that I have medical insurance or otherwise agree to be personally responsible for costs of any emergency or other medical care that I receive. I agree to release the State of Colorado, Colorado Division of State Parks and Recreation, Larimer County or the City of Fort Collins and its agencies, departments, officers, employees, agents and all sponsors, officials and staff or volunteers from the cost of any medical care that I receive as a result of participation in the event/program. I further agree to release the State of Colorado, Colorado Division of State Parks and Recreation, Larimer County or the City of Fort Collins and its agencies, departments, officers, employees, agents and all sponsors, and all officials, staff and volunteers from any and all liability, claims, demands, breach of warranty, negligence, actions, and causes of actions whatsoever for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of my participation in the event/program. This release extends to any claim made by my family, estate, heirs, or assigns arising from or in any way connected with the aforementioned activities.

CONSENT Consent is expressly given, in the event of injury, for any emergency aid, anesthesia and / or operation, if in the opinion of the attending physician, such treatment is necessary. I

have carefully read and understand the contents of the foregoing language and I specifically intend it to cover my participation in the above stated event/program.

WAIVER AND RELEASE OF DAMAGES AGAINST THE STATE OF COLORADO FOR PARTICIPATION IN AN APPROVED SPECIAL EVENT ON STATE ROADS Each of us individually (and/or as parent and/or guardian of the named minor) do hereby release, remise, waive and forever discharge the State of Colorado, the Colorado Department of Transportation, the Colorado Transportation Commission, the Colorado Highway Patrol, Colorado State Troopers, Larimer County Sheriff and City of Fort Collins Police and their officers, agents, and employees from all liability, claims, demands, actions or causes of action whatsoever arising out of or related to loss, or damages and/or injuries, including death, which may result from my participation in any event involving roads within the Colorado State Highway System.

Participant / Athlete Printed Name:

Participant / Athlete Signature:

Parent / Guardian Signature *(if athlete is under 18)*:

Date:
