

ALL PARTICIPANTS IN THE Blue Ridge Mountain Throwdown ARE REQUIRED TO ASSUME ALL RISK OF PARTICIPATION IN THE EVENTS OF THE BLUE RIDGE MOUNTAIN THROWDOWN BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT

The undersigned athlete ("Athlete") on behalf of himself/herself and on behalf of the Athlete's personal representatives, assigns, heirs, executors, hereby fully and forever releases, waives, discharges and covenants not to sue Blue Ridge Endurance Ltd., the Blue Ridge Mountain Throwdown, The Riverside Restaurant, The Cooper Family, the Todd Community Preservation Organization, North Carolina Department of Transportation and all agencies/owners whose property and/or personnel are used, and all other sponsoring or co-sponsoring companies or individuals related to the Blue Ridge Mountain Throwdown (collectively, "Releasees") from all liability to the Athlete and his/her personal representatives, assigns, heirs and executors, for all loss(es) or damage(s) and any and all claims or demands therefore, on account of injury to the Athlete or property or resulting in the death of the Athlete, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with the Athlete's participation in the Blue Ridge Mountain Throwdown. The Athlete represents and warrants that he/she is in good physical condition and is able to safely participate in any/all events associated with the Blue Ridge Mountain Throwdown. The Athlete is fully aware of the risks and hazards inherent in participating in the Blue Ridge Mountain Throwdown and hereby elects to voluntarily compete in the Blue Ridge Mountain Throwdown, knowing the risks associated with the Blue Ridge Mountain Throwdown, including, without limitation, weather conditions such as high heat and/or humidity, water/river crossings, road traffic and the condition of the course, including public roads, all such risks being known and appreciated by the Athlete. The Athlete hereby assumes all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her while participating in the Blue Ridge Mountain Throwdown. The Athlete agrees to the use of his/her name and photograph in broadcasts, newspapers, brochures and other media without compensation. The Athlete acknowledges that the entry fee is non-refundable and non-transferable. In the event the Blue Ridge Mountain Throwdown and/or any of Blue Ridge Mountain Throwdown events is/are delayed or prevented by reason of fire, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, acts of God or the elements (including, without limitation, hurricanes, tornadoes and earthquakes), or any other cause beyond the control of Blue Ridge Endurance Ltd., there shall be no refund of the entry fee or any other costs of the Athlete in connection with the Blue Ridge Mountain Throwdown. The Athlete hereby grants to the medical personnel of the Blue Ridge Mountain Throwdown and his or her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorizes medical treatment as needed. The Athlete understands that the Athlete may be receiving a rental chip at packet pickup and will be charged \$50 if the Athlete does not return the rental chip. The Athlete warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing the Athlete to participate in the Blue Ridge Mountain Throwdown.

THE ATHLETE HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT.

If you are registering a child under the age of 18 you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

Signature

Print Name

Date