

# EX2 Adventures, LLC

## LIABILITY WAIVER

I, \_\_\_\_\_ (“Racer”), agree to be bound by and understand and acknowledge the following terms, conditions and statements related to my participation in the XTERRA EX2 Off-Road Triathlon and Duathlon (the “Race”) located at Rocky Gap State Park in Flintstone, MD and held on the 12th day of July, 2009, which is being produced by EX2 Adventures, LLC, its affiliates, agents, partners and contractors (“EX2”):

- A. Racer acknowledges and agrees that participation in the Race, and adventure sports races generally, entails known and unknown risks and hazards that could result in physical or emotional injury, damage or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability to myself, to property or to third parties. Racer acknowledges that such risks and hazards cannot be eliminated or reduced without jeopardizing the essential qualities of the activity. Racer hereby voluntarily assumes the risks and hazards related to his or her participation in the Race, and states that Racer would not have participated in the Race without the existence of such risks and hazards.
- B. Racer acknowledges and agrees that Racer has made his or her own independent investigation into the physical conditions of the Race course and location, and decided to participate in the Race based solely upon such independent investigation. Racer acknowledges and agrees that EX2 has not made any material statements upon which Racer has relied in making any decision whether to participate in the Race or any portion thereof, and has not forced or improperly influenced Racer into participating in the Race. Racer understands that he or she can choose not to participate in all or any portion of the Race at any time.
- C. Racer represents to EX2 that he or she is in sufficient physical and mental condition to enable Racer to participate in the Race without any risk of injury to Racer. Racer should not participate in the Race if he or she has a medical condition that could render Racer’s participation dangerous to his or her health. Racer authorizes EX2 to initiate emergency evacuation or treatment in case of serious injury or illness to Racer. Racer also agrees to pay for all costs associated with any such emergency rescue and/or related medical treatment that might arise as a result of Racer’s participation in the Race.
- D. Racer has truthfully and completely disclosed all medical conditions and all physical activity concerns referenced on any completed “MEDICAL/PHYSICAL CONCERNS QUESTIONNAIRE”. Racer acknowledges and agrees that EX2 is not rendering any medical opinions or advice concerning his or her physical condition or ability to participate in the Race.
- E. Racer acknowledges and agrees that other racers and volunteers will be participating in the Race and that EX2 is not responsible or liable for the acts of any such third parties. Racer hereby releases EX2 from any Claims (defined herein) arising from the acts of any third parties. Racer also agrees that he or she will comply with all Race rules and procedures provided by EX2, and will not act in any manner that causes damage or injury to any other racer, volunteer or other third party.
- F. Racer acknowledges and agrees that the Race activities are strictly voluntary, and it is always the responsibility of the Racer to limit his or her participation in any way he or she deems appropriate. Racer’s failure to follow Race rules, procedures and safety instructions may lead to his or her removal from the Race, at the sole discretion of EX2. Racer may be transported by EX2 or its authorized agents to and from activities at various Race locations.
- G. Racer hereby authorizes EX2 and its authorized agents to photograph and/or film Racer, and transfers all rights in such photograph and/or film to EX2. Racer will not be notified if your photograph or likeness is to be published and/or used for profit.
- H. Racer agrees to indemnify, defend and hold EX2, USAT, Team Unlimited, Event Mercenaries, the owners of the Race locations and/or facilities, all other affiliates, partners and volunteers of EX2 involved in the production of the Race, and their officers, directors, employees, agents and contractors (“EX2 Releasees”), harmless from and against all claims, suits, demands, actions, proceedings, awards, judgments, penalties, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and expert witness fees) (collectively, “Claims”) arising from or based upon any act or omission of Racer; and will pay resulting costs, damages and attorneys’ fees finally awarded, provided that: (a) the EX2 Releasee promptly notifies the Racer of any such Claim; and (b) the Racer has sole control of the defense of such Claims and all related settlement negotiations.

By signing this document, I acknowledge that I have read, agree to and fully understand this document.

X

\_\_\_\_\_  
Racer Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
(Date)

**Emergency Contact:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone:** \_\_\_\_\_