

In consideration of the risk of injury while participating in **Covered Bridges Half Marathon June 4, 2023 (the "Activity")**, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in this Activity, and do hereby release and forever discharge Covered Bridges Half Marathon, CBHM Inc., their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I agree to indemnify and hold harmless Covered Bridges Half Marathon, CBHM Inc. against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Covered Bridges Half Marathon, CBHM Inc. incurs any of these types of expenses, I agree to reimburse Covered Bridges Half Marathon, CBHM Inc.

I acknowledge Covered Bridges Half Marathon, CBHM Inc. and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Covered Bridges Half Marathon, CBHM Inc..

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, OR SERIOUS INJURY. The risks may include, but are not limited to, those caused by facilities, equipment and action of others, including but not limited to, participants, volunteers, spectators, event officials and event monitors, and/or producers of the event.

**COVID-19** I understand and accept that Covered Bridges Half Marathon, CBHM Inc., their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns cannot be held responsible for me or any of the other participants contracting COVID-19 while at this race. I also understand and accept that should I experience any COVID-19 symptoms up to 14 days prior to the race that I will withdraw from this race.

I will comply with all Vermont and CDC health guidelines and restrictions, including wearing masks and physical distancing when possible. I accept that I may be asked to provide proof of COVID-19 vaccination or a negative COVID-19 on race day.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE COVERED BRIDGES HALF MARATHON, CBHM INC. AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST COVERED BRIDGES HALF MARATHON, CBHM INC. FOR PERSONAL INJURY.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Covered Bridges Half Marathon, CBHM Inc., its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between parties of equal bargaining strength. Both the Participant, and Covered Bridges Half Marathon, CBHM Inc. agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written construed and enforced as so limited.

No refunds will be given for this Activity for any reason including cancellation as a result of local conditions that deem outdoor running unsafe.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) I have read and agreed to the above release and waiver.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

**Printed name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_