



## WAIVER AND RELEASE OF LIABILITY

I, \_\_\_\_\_, the undersigned participant, understand that participating in the Ville to Ville Craft Brew Relay on April 18, 2020 (the "Event") is potentially hazardous, and that I should not enter and participate unless I am medically able and properly trained. For and in consideration of Upstate Racing, LLC allowing me to participate in the event; I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability (the "Agreement"):

1. I am at least twenty one (21) years of age and I have full legal authority to complete this event registration on behalf of myself and/or any party I am registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged.
2. I am in good health and in proper physical condition to participate in the Event and I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
3. I am not currently, nor will I be at any time during the Event, under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event.
4. I understand that my team is required to have a designated driver who is not under the influence of alcohol or any illicit or prescription drugs that would in any way impair the driver's ability to safely transport the team to, during or after the Event.
5. I understand that the Event is an open roads event and I agree to abide by all pedestrian traffic laws.
6. I understand and acknowledge that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event and acknowledge that participation in running or race walking on roads, mountains, trails, cross country, or similar venues is inherently dangerous and represents an extreme test of a person's physical and mental limits.
7. I understand and acknowledge the risks and dangers associated with participation in the Event, running, race walking and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Upstate Racing, LLC; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").
8. 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 negligent acts or omissions of the Released Parties defined below, 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 any Event.
9. I agree to be familiar with and to abide by the Rules and Regulations established for the Event and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

### **RELEASE AND INDEMNIFICATION:**

**I, FOR MYSELF, AND ON BEHALF OF MY SPOUSE, CHILDREN, GUARDIANS, HEIRS AND NEXT OF KIN, AND ANY LEGAL AND PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, HEREBY RELEASE, WAIVE AND COVENANT NOT TO SUE, AND FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOLLOWING PARTIES: UPSTATE RACING LLC, VILLE TO VILLE FOUNDATION, AND EACH OF THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, OWNERS, SUCCESSORS AND ASSIGNS, AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, INCLUDING BUT NOT LIMITED TO THE VENUE AND PROPERTY OWNERS OR OPERATORS UPON WHICH THE EVENT TAKES PLACE; ANY OTHER ORGANIZERS, PROMOTERS, SPONSORS, ADVERTISERS, COACHES AND OFFICIALS FOR THIS EVENT; LAW ENFORCEMENT AGENCIES AND OTHER PUBLIC ENTITIES PROVIDING SUPPORT FOR THE EVENT; AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, AGENTS, EMPLOYEES AND VOLUNTEERS (INDIVIDUALLY AND COLLECTIVELY, 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 ATTORNEYS' FEES) OF ANY KIND OR NATURE ("LIABILITY") WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE IN ANY WAY TO MY PARTICIPATION IN THE EVENT, INCLUDING CLAIMS FOR LIABILITY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS 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 LIABILITIES WHICH ANY MAY BE INCURRED AS THE RESULT OF SUCH CLAIM.**

**MEDIA RELEASE:**

As a condition of my participation in the Event, I hereby grant Upstate Racing, LLC, Ville to Ville Foundation, the event director and host organization a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, Upstate Racing, LLC or Ville to Ville Foundation.

**APPLICABLE LAW; CONSENT TO JURISDICTION.**

The Upstate Racing, LLC and Ville to Ville Foundation sites (excluding linked sites) are controlled from offices within the State of South Carolina. By completing this event registration, Registered Parties and the Released Parties agree that the statutes and laws of the State of South Carolina, without regard to the conflict of laws principles thereof, will apply to all matters relating to the event registration, this Agreement, the Terms of Use or other use of the sites or matters arising from the Event. I agree that exclusive jurisdiction for any dispute with the Released Parties resides in the courts of the State of South Carolina and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of South Carolina in connection with any dispute including any claim involving the Released Parties.

**ACKNOWLEDGMENT OF UNDERSTANDING:**

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 signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement 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.

In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic and conditions of the road. I, for myself and my heirs and executors, hereby waive, release and forever discharge the Released Parties for all of my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event.

**Lastly, I acknowledge that I have watched the 2020 Ville to Ville Relay Safety Video and understand all safety rules associated with the Relay and agree to abide by all safety rules associated with the Relay.**

Participant Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

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