

**AMATEUR ATHLETIC
WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING**

Event: Katy 50 Ultramarathon

Date: September 18, 2010

In consideration of being allowed to participate in this event, the undersigned acknowledges, appreciates, and agrees that:

- An ultramarathon is a dangerous activity with significant, inherent risks of injury, including the potential for permanent paralysis and death, and,
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS of participating in this event, both known and unknown, including but not limited to, falls, contact with other people or traffic, the effects of weather, and the condition of the course, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE or other and assume full responsibility for my participation; and,
- I willingly agree to comply with the stated and customary terms and conditions for participation in this ultramarathon event, and,
- I agree that if I observe any unusual significant hazard during my presence or participation in this event, I will remove myself from participation and bring the hazard to the attention of the nearest official immediately; and,
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the RELEASEE Rivermiles, LLC, their officers, officials, agents, representatives, volunteers, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, and,
- I give full permission to this event, Rivermiles, LLC, their officers, officials, agents, representatives, volunteers, and/or employees to use any photographs, videotapes, motion pictures, recording, or any other record of this event for any lawful purpose. I have read the above and understood the foregoing waiver, and certify my acceptance and agreement of its terms by signing my name.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THIS WAIVER AND RELEASE OF LIABILITY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ DATE SIGNED: _____
(Participant's Signature)

X _____
(Participant's Name and Address. Please print)

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18) AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in this event as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____
(Parent/Guardian Signature) Date Signed (Emergency phone number)