Release and Waiver

NCTR

As a condition of my participation in the 2018 North Country Trail Relay (the "Event") as a runner, volunteer or otherwise, I hereby covenant not to sue and agree to release from liability the Groove City Events, LLC (presenter of the Event), together with its founders, owners, officers, directors, managers, sponsors, government bodies and employees, and their respective officers, directors, managers, members, agents and employees; and other personnel in any way assisting or associated with this Event (collectively "Releasees"). This Release and Waiver (the "Release") is a contract with legal and binding consequences and it applies to all activities relating to the Event, whether located on the race course, exchanges or other race-related venues. I have read this Release carefully before signing, and I understand what it means and what I am agreeing to by signing.

In consideration of the acceptance of my application for entry or participation as a volunteer in this Event by one or more Releasees, I hereby freely agree to and make the following contractual representations and agreements.

I know that this Event, which takes place on both the North Country Trail and on open roads and is a potentially hazardous activity. I voluntarily assume full and complete responsibility for all risks associated with participating in the Event and for any injury or accident that may occur during my participation in this Event, including by way of example and not limitation: illness; traveling to and from the event; falls; collisions with pedestrians, vehicles, other participants, and fixed or moving objects; the effects of weather, including temperature extremes and humidity; traffic accidents; the negligence of myself and/or others, including Releasees; and road conditions, including darkness and surface conditions such as pot holes. I am aware of and appreciate all of these risks. I understand that both vehicle traffic and spectators will be present along the race course and that police protection will not be provided. I know that the presence of vehicle traffic during the race presents the risk of motor vehicle accidents involving participants, spectators, and/or other vehicles, and that such accidents can result in death or serious injury.

As a condition of my participation, I agree to abide by all traffic and pedestrian laws and regulations and to follow any and all of Releasees' safety instructions, including all rules and conditions set forth in the Handbook for the Event. I understand that my failure to do so may result in serious injury or death and may be grounds for my disqualification from this Event.

I acknowledge that I should not enter and participate in this event unless I am medically able and properly trained. I agree to abide by any decision of race officials relative to my ability to safely complete this road race and I further agree that race officials may authorize necessary emergency treatment for me.

I hereby authorize Groove City Events LLC, to use my image or likeness for race promotional purposes. I understand the race registration fees are nonrefundable. I have read the Race Handbook and agree to abide by the rules and conditions contained therein.

I acknowledge and agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this Release, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending such claim. This Release may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate to any injury or death I may suffer arising from my participation in the Event. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

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