

Waiver, Release of Liability and Indemnity Agreement

ALL ATHLETES MUST READ AND SIGN. PLEASE READ CAREFULLY BEFORE SIGNING THE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL). I acknowledge that The Wicked Wine Run is a test of a persons' physical and mental limits and it carries with it potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN THE WICKED WINE RUN. I certify that I am physically fit, have sufficiently trained for participation in this event, and have not been advised otherwise by a qualified health professional. I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions: (a) I AGREE to abide by the competitive rules adopted by THE WICKED WINE RUN (b) I AGREE that prior to participating in an event, I will inspect the race course, facilities, equipment, and areas to be used and if I believe any to be unsafe I will advise the person supervising the event, activity, facility, or area; (c) WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL CLAIMS, LOSSES, OR LIABILITIES FOR DEATH, PERSONALLY INJURY, PARTIAL OR PERMANENT DISABILITY, PROPERTY DAMAGE, MEDICAL OR HOSPITAL BILLS, THEFT OR DAMAGES OF ANY KIND, INCLUDING ECONOMIC LOSSES AND LOSS AND/OR STOLEN ITEMS, WHICH ARISE OUT OF OR RELATE TO MY PARTICIPATION IN, OR MY TRAVELING TO AND FROM THE EVENT, THE FOLLOWING PERSONS OR ENTITIES: Wicked Wine Run, Performance Experience LLC, Haak Vineyards and Winery, Wicked Wine Run sponsors, race directors, employees, event owners, volunteers, all states, cities, counties, or localities in which events or segments of events are held, and the officers, directors, employees, representatives, volunteers, and agents of any of the above even if such claims, losses, or liabilities are caused by the negligent acts or omissions of the persons I am hereby releasing or are caused by the negligent acts of any other person or entity; (d) I ACKNOWLEDGE that there will be traffic on the course route, and I ASSUME THE RISKS OF RUNNING AND PARTICIPATING IN THIS EVENT. I ALSO ASSUME ANY AND ALL OTHER RISKS associated with participating in this event including but not limited to falls, contact and/or crashes with other participants, effects of weather including heat and/or humidity, defective equipment, the condition of the trails, roads and railroad crossings, water hazards, complications from equipment, and any hazard that may be posed by spectators of volunteers all such risks being known and appreciated by me, and I further acknowledge that these risks include risks that may be the negligence of the persons or entities mentioned above in paragraph (c) or other persons or entities; (d) I AGREE NOT TO SUE ANY OF THE PERSONS OR ENTITIES MENTIONED ABOVE IN PARAGRAPH (c) for any of the claims, losses, or liabilities that I have waived, released or discharged herein; (e) I INDEMNIFY AND HOLD HARMLESS THE PERSONS AND ENTITIES MENTIONED IN PARAGRAPH (c) for any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions, (ii) the actions, inactions or negligence of others including those parties hereby indemnified; (iii) the conditions of the facilities, equipment, or areas where the event is being conducted; (iv) the Competitive Rules; or (v) any other harm caused by an occurrence related to the WICKED WINE RUN event; and (g) I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in the WICKED WINE RUN event, and I waive all right to any future compensation to which I may otherwise be entitled as a result of the use of my likeness; (h) I UNDERSTAND and accept that my entry fee is non-refundable under any circumstance. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE A PARENT OR LEGAL GUARDIAN MUST REGISTER FOR THEIR CHILD. *MUST BE SIGNED BY PARENT OR GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE*

PARTICIPANT'S NAME

E-MAIL

SIGNATURE

DATE