



WAIVER AND RELEASE OF LIABILITY

The Waiver and Release of Liability (the "Waiver") must be carefully read and signed prior to participation in the BoldDash Style Amazing Wish race ("Event") to be held on October 25, 2020 in partnership with Children's Wishes (CW) As used herein, the term "Releasees" is defined to include the following: (i) Bold R Dash Race, LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns (collectively, "BRD"); (ii) Children's Wishes its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns (collectively, "CW"); (iii) any Event volunteers; and (iv) any Event sponsors, sponsor's affiliates and contractors, and their respective employees. I expressly acknowledge and agree that the activities of the Event involve the risk of serious injury and/or death and/or property damage.

I am aware of and accept the risks and hazards inherent in participating in the Event and I voluntarily, knowingly and freely assume all risks associated with participating in the Event, entering the Premises and engaging in inherently dangerous activities and encountering inherently dangerous conditions, including but not limited to, mud pits, wire, cargo nets, heights, climbing, jumping into water, water crossings, swimming, traversing steep hills and/or uneven terrain and loose terrain. The risks and hazards inherent in the Event also include, without limitation, my own actions or inactions (or the actions or inactions of my minor child/ward), the contact, actions or inactions of others (including Event attendees, staff or volunteers). I further understand that severe weather can be present during the Event which can also lead to illness, injury or death, permanent paralysis and/or death. I understand that the Event course may contain wild animals, insects and plants. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist. I represent and warrant to Releasees that I am in good physical condition, am able to safely participate in the Event and have no medical condition that would make my participation in the Event more hazardous.

I understand, agree and accept that some of the obstacles may include passing through water that has not been treated for chemicals, disease or contamination. I agree not to dive into or enter any mud pit or body of water head first, as doing so may cause serious physical injury and/or death.

I understand that it is my responsibility to obtain any insurance needed to cover personal injury or death and any liability I might incur to other Event participants. I consent to medical treatment and transportation in order to obtain said treatment in the event of injury to me as BRD, volunteers or medical professionals may deem appropriate. I further understand that this Waiver extends to any liability arising out of, or in any way connected with, such medical treatment or transportation.

I understand and agree that I shall exhibit appropriate behavior at all times while at the Event or on the Premises. I shall obey all local, state and federal civil and criminal laws as well as any rules or regulations of BDR and/or CW covering the Event. BRD may, in its sole discretion, dismiss me from the Event and/or premises should my behavior be deemed inappropriate. Dismissal from the Event/Premises shall be without any refund. I also agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my acts or omissions.

I understand and agree that the Releasees are not responsible for any lost, damaged or stolen personal items or property at the Event or on the Premises and I further agree that all registration fees are final and non-refundable. I understand and agree that pets, wheeled baby conveyances or other wheeled means of conveyance are prohibited from the Event course.

I consent to the use of my name and image in photographs, telecasts, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion. I assign to BRD and CW all my right, title, and interest in any photographs, motion pictures, recordings or other records of the Event ("Records") I may take or capture to BRD and CW. BRD and CW grant to me a limited, non-exclusive right and license to use the Records for non-commercial purposes only. I understand and agree that the sale of unauthorized merchandise is not permitted. I understand and agree that weapons, fireworks or illegal substances are prohibited from the Event and the Premises.

I understand and agree that BRD and CW reserve the right to cancel the Event at any time and for any reason, such as in the event of inclement weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storm, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that may affect the safety and security of Event participants and attendees. In the event of such cancellation, there will be no refund of my purchase.

I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am at the Event or on the Premises, whether or not caused by the active or passive negligence of the Releasees.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

In consideration of being allowed to participate on behalf of Bold r Dash Race LLC, Thrive Outside and related events and activities acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infection. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Bold Dash Race LLC and Thrive Outside, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL LIABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I release, waive, discharge and covenant not to sue the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the Event or while on the Premises, whether or not caused by the active or passive negligence of the Releasees.

(please print)

Signature

Date _____

MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required) The undersigned,

_____, referred to as the parent(s) and natural guardian(s) or legal

guardian(s) of _____, does hereby represent that he/she (they) is (are), in fact, acting in such capacity and agree, individually and on behalf of my child/ward, to release, indemnify, save and hold harmless each and all of the Releasees from all loss, liability, damage, cost or claim to the full extent as set forth in this Waiver.

(please print)

PARENT/GUARDIAN NAME SIGNATURE _____

RELATIONSHIP TO MINOR _____

Date _____