

Indemnification/Hold Harmless Waiver

Rock Candy Mountain Trail Run

I, THE UNDERSIGNED, ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING THE STATE OF WASHINGTON TO INCLUDE THE DEPARTMENT OF NATURAL RESOURCES, ITS OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS (“RELEASEES”) FROM LIABILITY. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING.

In consideration of my being allowed to participate in the Rock Candy Mountain Trail Run Event in Capitol State Forest I freely agree that:

Running can be dangerous and pose a risk of injury or even death. I fully assume the risks associated with my participation in this event including but not limited to: hazards from improper technique, accidents or illness in remote locations without medical facilities, actions of other participants, equipment failure, inadequate safety measures, **THE RELEASEES’ OWN NEGLIGENCE**, weather conditions, and the risk of any personal or bodily injury, disability or death.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees from any and all claims of any kind and character, including claims arising from the Releasee’s own negligence, and from any and all damages directly or indirectly arising out of or incident to my participation in the Rock Candy Mountain Trail Run Event or transit to and from the area. A “claim” as used in this contract means any financial loss, claim, suit, action, damage, cost, demand or expense, including but not limited to attorneys’ fees, attributable to bodily injury, disability, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from. Should I or my successors assert a claim in breach of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by each Releasee in its defense, unless the Releasee is finally adjudged liable on such claim for willful or wanton negligence. If any term or provision of this agreement is found to be invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

PARENT OR GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)

The undersigned parent and natural guardian or legal guardian does hereby represent he/she is, in fact, acting in such capacity and agrees to save, hold harmless, and indemnify each and all of the Releasees referred to above from all liability, loss, cost claim or damage whatsoever which may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release such Releasees on behalf of the minor and the parents or legal guardian.

I **UNDERSTAND** and **AGREE** to the terms set forth above for my participation in the Rock Candy Mountain Trail Run Event.

MINOR:

PRINT FULL NAME

SIGNATURE

DATE

PARENT/GUARDIAN:

PRINT FULL NAME

SIGNATURE

DATE

Rock Candy Mountain Run

Indemnification/Hold Harmless Waiver

I, the undersigned, acknowledge that by signing this document, I am releasing **Rock Candy Mountain Run, Alexander Ray Bunn, Tamara Lynn Bunn, USA Track & Field (USATF), all volunteers, and all sponsors** (“Releasees”) from liability. This release is a contract with legal consequences. I have read it carefully before signing.

In consideration of my being allowed to participate in the Rock Candy Mountain Run in Capitol Forest, I freely agree that:

Running can be dangerous and pose a risk of injury or even death. I fully assume the risks associated with my participation in this event including but not limited to: hazards from improper technique, accidents or illness in remote locations without medical facilities, actions of other participants, equipment failure, inadequate safety measures, the releasees’ own negligence, weather conditions, and the risk of any personal or bodily injury, disability, or death.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, I hereby waive, release, discharge, hold harmless, and promise to indemnify and to not sue the Releasees from any and all claims of any kind and character, including claims arising from the Releasee’s own negligence, and from any and all damages directly or indirectly arising out of or incident to my participation in the Rock Candy Mountain Run or transit to and from the area. A “claim” as used in this contract means any financial loss, claim, suit, action, damage, cost, demand, or expense, including but not limited to attorneys’ fees, attributable to bodily injury, disability, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from. Should I or my successors assert a claim in breach of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by each Releasee in its defense, unless the Releasee is finally adjudged liable on such claim for willful or wanton negligence. If any term or provision of this agreement is found to be invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Parent or Guardian Waiver for Minors (under 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent he/she is, in fact, acting in such capacity and agrees to save, hold harmless, and indemnify each and all of the Releasees referred to above from all liability, loss, cost claim or damage whatsoever which may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release such Releasees on behalf of the minor and the parents or legal guardian.

I understand and agree to the terms set forth above for my participation in the Rock Candy Mountain Run.

Minor:

Print Full Name

Signature

Date

Parent/Guardian:

Print Full Name

Signature

Date