

**CAPSTONE EVENT GROUP, INC.**

**ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT.**

**PARTICIPANTS PLEASE CAREFULLY READ THE FOLLOWING DOCUMENT BEFORE REGISTERING FOR THIS EVENT. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.**

**Parties:**

*“Released Parties”* include Capstone Event Group, Inc. and all of its affiliates, and collectively, its directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; the Resort and / or the Host Hotel and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all Capstone Event Group, Inc., event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees (including without limitation third parties that have been granted rights to take videos or photos of the race event), officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

*“Releasing Parties”* include: the participant as well as participant’s spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant’s behalf.

**Assumption of Inherent Risks:** I acknowledge that this race event (hereinafter referred to as the “Event”) is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury, said risks may be known or unknown. “Inherent Risks” are risks, both known and unknown, that cannot be eliminated completely (without changing the challenging nature of the Event) regardless of the care and precautions taken by Capstone Event Group, Inc., (references to Capstone Event Group, Inc. include the limited liability entity and the Released Parties). I also understand that the Event is extremely strenuous and includes the accompanying risks and dangers generally present in activities designed to stress the body and test mental and physical endurance and stamina. I understand that these hazards may be magnified due to the fact that the Event is often conducted under what may be less than ideal conditions and circumstances.

I understand and acknowledge that the Inherent Risks include, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects; 2) encounters with obstacles (e.g., road and surface hazards); 3) equipment-related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event); and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous and/or dangerous flora and fauna).

I further understand and acknowledge that any of these risks and others, not specifically named or known may cause injury or injuries that may be categorized as minor, serious, or catastrophic. "Minor injuries" are common and include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. "Serious injuries" are less common, but do sometimes occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, and/or injury, and neurological disorders/pain. "Catastrophic injuries" are rare; however, we feel that our participants should be aware of the possibility. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I understand that it is my responsibility to consult with my personal physician prior to participating in the Event to ensure that such participation will not pose any unusual risks to my health and well-being.

I understand that it is my responsibility to inspect the course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the Event, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

**I UNDERSTAND FULLY THE INHERENT RISKS OF PARTICIPATING IN THE EVENT AND ASSERT THAT I AM WILLINGLY AND VOLUNTARILY PARTICIPATING IN THE EVENT.**

**I HAVE READ THE PRECEDING PARAGRAPHS AND ACKNOWLEDGE THAT 1) I KNOW THE NATURE OF THE EVENT; 2) I UNDERSTAND THE DEMANDS OF THIS ACTIVITY RELATIVE TO MY PHYSICAL CONDITION; AND 3) I APPRECIATE THE POTENTIAL IMPACT OF THE TYPES OF INJURIES THAT MAY RESULT FROM THE EVENT. I HEREBY ASSERT THAT I KNOWINGLY ASSUME ALL OF THE INHERENT RISKS OF THE ACTIVITY AND TAKE FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, OR EXPENSES THAT I MAY INCUR AS A RESULT OF PARTICIPATING IN THE EVENT.**

**Waiver of Liability:** In consideration of being permitted to participate in the Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Capstone Event Group, Inc. and the other Released Parties from any and all claims resulting from the Inherent Risks of the Event or, to the fullest extent permitted by law, the ordinary negligence of Capstone Event Group, Inc. (or other Released Parties) that I may have arising out of my participation in the Event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising

directly or indirectly from my participation in the Event participation, which includes injury during course inspection, observation, practice runs, the event, medical treatment, and while on the premises (including, but not limited to base area, stands, sidewalks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); 2) any and all claims resulting from damage to, loss of, or theft of property; and 3) any use the Images or Statements (each as defined below) by Capstone Event Group, Inc. or its designees, licensees, or assigns in accordance with the terms hereof.

**Indemnification Agreement:** In consideration of being permitted to participate in the Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify Capstone Event Group, Inc. (and the other Released Parties) from and against: 1) any and all claims made by me (or any Releasing Party) arising from injury (including death) or loss due to my participation in the Event; 2) any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the Event; and 3) any and all claims made by me (or any Releasing Party) arising from or related to any use the Images or Statements by Capstone Event Group, Inc. or its designees, licensees, or assigns in accordance with the terms hereof. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the Event.

**Other Agreements Venue and Jurisdiction:** I understand that if Mediation and Arbitration prove unsuccessful and legal action is brought, the appropriate venue for state or federal trial court is the state of North Carolina which has the sole and exclusive jurisdiction and that only the substantive laws of North Carolina shall apply.

**Severability:** I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the state of North Carolina and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

**Integration:** I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and Capstone Event Group, Inc. and cannot be modified or changed in any way by representations or statements by any agent or employee of Capstone Event Group, Inc. This Agreement may only be amended by a written document duly executed by all parties.

**Mediation and Arbitration:** In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation in the Event or this Agreement shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

**Class Actions:** I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

**Agreements for the Protection of Participants:**

1. I represent and warrant that I am in good health and in proper physical condition to safely participate in the Event.
2. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Event, or that would result in my participation creating a risk of danger to myself or to others.
3. I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol and/or drugs.
4. I agree not to participate in an Event while under the influence of alcohol and/or drugs.
5. I acknowledge that Capstone Event Group, Inc. recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
6. I assert that I have not been advised or cautioned against participating by a medical practitioner.
7. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event, and I agree to withdraw immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
8. I represent and warrant that I am covered by medical insurance.
9. In the event of an injury to me that renders me unconscious or otherwise incapable of making a medical decision, I authorize appropriate Capstone Event Group, Inc. personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
10. I authorize Capstone Event Group, Inc. to secure emergency medical care, treatment and/or transportation (e.g., EMS) when deemed necessary by Capstone Event Group, Inc.
11. I agree to assume all costs of emergency medical care and transportation.
12. I acknowledge that Capstone Event Group, Inc. has instituted its rules for the protection of the participants and co-participants. I agree to familiarize myself with those rules and follow them throughout the Event. I also recognize the authority of Capstone Event Group, Inc. to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants.

### **ENTRY AND PARTICIPATION AGREEMENTS**

**Rules:** I agree to become familiar with and abide by all written and/or posted rules of Capstone Event Group, Inc., as well as all written and/or posted rules of the venue at which the Event is held (which venue we refer to as the "Venue"). I further agree to comply with all directions, instructions and decisions of Capstone Event Group, Inc. and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

**Emergency Delay or Cancellation:** I acknowledge that Capstone Event Group, Inc. in its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of Capstone Event Group, Inc., including, but not limited to, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a cancellation as described in this paragraph, I understand that I will only be granted my registration back in the form of race credit if the event were to be cancelled prior to November 1, 2020 due to COVID-19.

**Removal from Course:** I understand that Capstone Event Group, Inc. and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or

whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the course.

**Fee Refunds:** I understand that my entry fee will only be awarded as race credit if the event were to be cancelled prior to November 1, 2020 due to COVID-19. All fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this Event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

**Attitude and Behavior:** I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

**Photography:** I understand that any and all photographs, videos, motion pictures, recordings, and/or likenesses of me captured during the Event by Capstone Event Group, Inc., its affiliated entities, licensees, or contractors, and/or the media become the sole property of Capstone Event Group, Inc.

For good and valuable consideration, receipt of which is hereby acknowledged, I grant to Capstone Event Group, Inc. and its affiliates, and its and their respective subsidiaries, affiliates, licensees, designees, successors, and assigns, the following worldwide, perpetual, royalty-free, irrevocable rights and permissions to use my name, image and likeness in all photographs and videos (collectively, the “**Images**”) of or related to the Event and any statements I may make in such videos (the “**Statements**”) for any purpose, including but not limited to promoting, advertising, and marketing activities. The foregoing rights include, without limitation: (1) the right to copyright the Images in the name of the Capstone Event Group, Inc. or its assigns; and (2) the right to use and re-use, publish and re-publish, display, copy, distribute, perform, and create derivative works of, the Images and Statements, in whole or in part, individually or in connection with other materials produced by Capstone Event Group, Inc. or its licensees or assigns, or in composite form, and in any medium now known or hereafter created, for editorial, commercial, advertising, marketing, promotional, and/or trade purposes. The rights granted by me hereunder are fully assignable and licensable by Capstone Event Group, Inc. The Images and Statements may be used in whole or in part and may be paraphrased, amplified, shortened and/or edited as necessary to meet the needs of the Capstone Event Group, Inc. or its designees, licensees, or assigns, for any commercial purpose. I waive all my rights to inspect and approve the finished materials that include any Images or Statements. I further understand that Capstone Event Group, Inc. and its designees and assigns have the full right to sell and/or profit from the commercial use of such Images and Statements.

**Majority Age:** I affirm that I have reached the age of 18 (or will have reached that age by the date of the Event), and if I have not, I affirm that I, and/or my parent or legal guardian, have read, understand the terms of this waiver and that by marking that the waiver was read my parent or legal guardian accepts and acknowledges said terms.

**ACKNOWLEDGMENT OF UNDERSTANDING**

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS.**

**I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING MY**

**RIGHT TO SUE. I FURTHER ACKNOWLEDGE THAT I AM FREELY AND VOLUNTARILY ACCEPTING THE AGREEMENT AND PARTICIPATING IN THE EVENT, AND INTEND MY ACCEPTANCE OF THE AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE THE ORDINARY NEGLIGENCE OF CAPSTONE EVENT GROUP, INC. (AND OTHER RELEASED PARTIES) OR THE INHERENT RISKS OF THE ACTIVITY, TO THE GREATEST EXTENT ALLOWED BY LAW.**

**BY CLICKING THE “I HAVE READ AND AGREED TO THE WAIVER” BUTTON, I AM CONSENTING TO BE A PARTY TO AND BOUND BY ALL OF THE TERMS OF THIS AGREEMENT AS OUTLINED ABOVE.**