

**BLUE RIDGE BRUTAL**  
**THE ASHE COUNTY CHAMBER OF COMMERCE**  
**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND**  
**INDEMNITY, AND PARENTAL CONSENT AGREEMENT**

**THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE PARTICIPANT, VOLUNTEER OR PARENT OR GUARDIAN OF VOLUNTEER OR PARTICIPANT IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN BLUE RIDGE BRUTAL EVENT OR VOLUNTEER ACTIVITY AND ALL RELATED ACTIVITIES, INCLUDING ANY ACTIVITIES INCIDENTAL TO EVENT PARTICIPATION,**

- \_\_\_\_\_ (“RELEASOR”) CERTIFYING THAT I AM 18 YEARS OF AGE OR OLDER, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE ASHE COUNTY CHAMBER OF COMMERCE, (ORGANIZER), ASHE ADVANTAGE PROJECT, COUNTY OF ASHE, ASHE COUNTY CIVIC CENTER, AND MOUNT JEFFERSON STATE NATURAL AREA (HERINAFTER COLLECTIVELY “RELEASEES”), THEIR SPONSORS AFFILIATES AGENTS AND PRINCIPALS OR EMPLOYEES FROM ALL LIABILITY to the undersigned on account of injury to the person or damage or loss of property whether caused by the negligence or gross negligence of the 'releasees', or otherwise while the undersigned is participating in the Blue Ridge Brutal.
- **RELEASOR HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE 'RELEASEES'**
- **RELEASOR HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY OR DEATH DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF 'RELEASEES' OR OTHERWISE** while participating in the Blue Ridge Brutal. **THE UNDERSIGNED** expressly acknowledges and agrees that the activities of participating and/or volunteering in the Blue Ridge Brutal are very dangerous, may require **THE UNDERSIGNED** to be subject to the risks above and other hazards and involve the risk of serious injury death or damage or loss of property. **THE UNDERSIGNED** further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. All rights and obligations of this license, if granted, are specific to the individual participant/volunteer executing this Waiver of Liability. **THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.
- I, **THE UNDERSIGNED**, hereby release all employees and agents of **RELEASEES** and listed affiliates and event sponsors from liability for any and all losses, claims or

demands resulting from injury to person or damage or loss of property arising from the negligence, gross negligence or from any other cause(s) connected with the Blue Ridge Brutal. The undersigned is subject to the terms and conditions of this Waiver of Liability.

**THE UNDERSIGNED HAS CAREFULLY READ AND UNDERSTANDS THIS RELEASE OF LIABILITY AND AGREES TO ITS TERMS AND CONDITIONS.**

I further acknowledge that I may consult with an attorney of my choosing for any questions that I may have about the legal effect of this Release and Waiver and Publicity Release prior to participating in or serving as a volunteer for the Blue Ridge Brutal.

Signature of Participant/ Volunteer:

Date:

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**OR: I am the parent or legal guardian of the Volunteer.** I am of legal age and am freely signing this Release and Waiver of Liability. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

Signature of Parent or Legal Guardian:

Date:

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## PUBLICITY RELEASE

In return for being allowed to participate in Blue Ridge Brutal as a participant or volunteer and all related activities, including any activities incidental to such participation (“Events or Participant/Volunteer”), the undersigned Participant/Volunteer or Parent/Legal Guardian of Participant/Volunteer if under age 18 (hereafter referred to using “I”, “me”, or “my”) hereby grants to **ASHE COUNTY CHAMBER OF COMMERCE, (ORGANIZER), ASHE ADVANTAGE PROJECT, COUNTY OF ASHE, ASHE CIVIC CENTER, AND MOUNT JEFFERSON STATE NATURAL AREA**, their affiliates agents and sponsors, the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of Participant/Volunteer’s name, address, voice, photograph and/or likeness, caricature, and personal information, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Participant/Volunteer Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting or publicizing products and services throughout the universe, in perpetuity, in any and all media now known or hereafter devised (including without limitation on the Internet), without additional compensation. I further agree that anything derived there from will be owned solely by the Authorized Parties. I shall not authorize the use of any print, negative or other copy thereof by anyone other than the Authorized Parties.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state of North Carolina and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

Signature of Participant/Volunteer:

Date:

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**OR: I am the parent or legal guardian of the Participant/Volunteer.** I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I

am giving up legal rights and remedies.

Signature of Parent or Legal Guardian:

Date:

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**BLUE RIDGE BRUTAL**

**THE ASHE COUNTY CHAMBER OF COMMERCE**

**COVID-19 RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT**

**THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE PARTICIPANT, VOLUNTEER OR PARENT OR GUARDIAN OF VOLUNTEER OR PARTICIPANT IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN BLUE RIDGE BRUTAL EVENT OR VOLUNTEER ACTIVITY AND ALL RELATED ACTIVITIES, INCLUDING ANY ACTIVITIES INCIDENTAL TO EVENT PARTICIPATION, ASHE COUNTY CHAMBER OF COMMERCE, (ORGANIZER), ASHE ADVANTAGE PROJECT, ASHE COUNTY CIVIC CENTER, AND COUNTY OF ASHE (HEREINAFTER COLLECTIVELY “RELEASEES”), THEIR SPONSORS, AFFILIATES, AGENTS AND PRINCIPALS OR EMPLOYEES** care about your health and will make their best efforts during the Blue Ridge Brutal to take the precautions recommended by the Centers for Disease Control and Prevention (the “CDC”) during the COVID-19 crisis. In addition, Releasees will perform a health screening certification each day during the Blue Ridge Brutal to ensure that no participant or volunteer: (1) Is suffering any of the known symptoms of COVID-19 (including running a fever above 100°, muscle aches, having a dry cough, experiencing shortness of breath, or a loss of taste/smell); or (2) Has knowingly been exposed to a known or likely COVID-19 candidate or quarantined individual in the past two weeks. However, it is also known that individuals without symptoms may still be capable of infecting others with COVID-19 and, despite precautions, the virus may still be present and capable of infecting individuals.

Knowing this information, I voluntarily elect to continue with my participation as a participant or volunteer for Blue Ridge Brutal and I hereby **AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH ASSOCIATED WITH THE COVID-19 PANDEMIC.**

In consideration for being allowed to be a participant or volunteer for the Blue Ridge Brutal,, on behalf of myself, my personal representatives, heirs, next of kin, successor and assigns, I forever: **1. (A) WAIVE, RELEASE AND DISCHARGE RELEASEES, THEIR AGENCIES, OFFICERS, AND EMPLOYEES FOR ANY AND ALL NEGLIGENCE AND LIABILITY FOR MY PERSONAL INJURY, DISABILITY, DEATH, OR CLAIMS OF ANY NATURE WHICH MAY HEREAFTER ACCRUE TO ME AND MY ESTATE, AS A DIRECT OR INDIRECT RESULT OF MY PARTICIPATING AS A VOLUNTEER OR PARTICIPANT IN THE BLUE RIDGE BRUTAL ; AND 2. (B) DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES, THEIR AGENCIES, OFFICERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS OF ANY NATURE, INCLUDING ALL COSTS, EXPENSES,**

**AND ATTORNEY'S FEES, WHICH MAY IN ANY MANNER RESULT FROM OR ARISE OUT OF THIS AGREEMENT.**

This release, indemnification and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law. I, the undersigned, affirm that I am at least 18 years of age and am freely signing this agreement or that I am signing this agreement on behalf of a minor child that I have the legal authority to sign such agreements on behalf of. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation. I agree that if any portion of this Agreement is held invalid, the remainder will continue in full legal force and effect.

**I further acknowledge that I may consult with an attorney of my choosing for any questions that I may have about the legal effect of this Release and Waiver prior to participating in or serving as a volunteer or participant for the Blue Ridge Brutal.**

Signature of Participant/ Volunteer:

Date:

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**OR: I am the parent or legal guardian of the Volunteer.** I am of legal age and am freely signing this Release and Waiver of Liability. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

Signature of Parent or Legal Guardian:

Date:

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