

In consideration of being allowed to participate in any way in the BIG SKY STATE GAMES athletic/sports program, related events, and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE 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. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representative, and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE BIG SKY STATE GAMES, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, USATF Association & MT USATF Association, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. I grant permission to all of the foregoing to use my photographs which I may share online as part of the event, personal data provided during registration and post-event reporting, video or audio recordings, or any other record of this event for any legitimate purpose.
6. I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from:

An outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;
7. Organizers reserve the right to bar the participant from the event if it is reported to and confirmed by organizers that the participant is a registered sex offender.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

I understand every effort will be made to contact me in the event of an emergency requiring medical attention for my child. However, if I cannot be reached, I authorize Montana Amateur Sports, *dba* Big Sky State Games, their personnel and medical staff, to call an ambulance or transport my child to the nearest medical care facility and secure emergency medical treatment, including hospitalization, injections, anesthesia or surgery.

Informed Consent/Assumption of Risk

I agree to participate in one or more physical fitness program(s)/class(es) sponsored by Yellowstone CrossFit, which may include but not be limited to CrossFit Training, and/or strength training of any kind by an affiliate, subsidiary, or partnership of Yellowstone CrossFit Part Duex LLC, and/or its owners, and/or employed/contracted trainers (herein collectively referred to as Yellowstone CrossFit). Yellowstone CrossFit has made me aware that the fitness programs/classes which Yellowstone CrossFit offers and I will participate in are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I understand and recognize that the programs/classes are not without varying degrees of risk, which may include but are not limited to; injury to the musculoskeletal and/or cardio-respiratory systems which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition whether known or unknown by me, I am aware that any of the above mentioned risks may result in serious injury or death to myself and/or my partner(s)

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in Yellowstone CrossFit programs/classes and accept full responsibility for any aforementioned risks that may result from participation in any activity, class, or physical fitness program. I hereby verify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by Yellowstone CrossFit. Yellowstone CrossFit informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. Yellowstone CrossFit informed me that these changes could include abnormal blood pressure, fainting, a disorder of the heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information I agree to assume any and all risk associated with my participation in Yellowstone CrossFit programs/classes.

Release:

In full consideration of the above-mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by Yellowstone CrossFit, and with my full understanding of all of the above, I hereby waive, release, remise, and discharge Yellowstone CrossFit of any and all liability, claims, demands, actions, or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in Yellowstone CrossFit fitness programs/classes, including those allegedly attributed to the negligent acts of omissions of the above-mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I am signing on behalf of a minor child, I also give full permission for any person connected with Yellowstone CrossFit to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and/or surgical care for the child and to transport the child

to a medical facility deemed necessary for the well-being of the child.

Indemnification:

I recognize that there is risk involved in the types of activities offered by Yellowstone CrossFit. Therefore I accept financial responsibility for any injury that I or the participant may cause either to him/herself or to other participants due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorneys fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Yellowstone CrossFit, their principals, agents, employees, and volunteers from liability of injury or death of any person and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Yellowstone CrossFit.

Media Release:

I agree to allow Yellowstone CrossFit, its agents, officers, principals, employees, and volunteers to use pictures and film and/or likenesses of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform Yellowstone CrossFit of this verbally or in writing.

I have fully read and fully understand the foregoing assumption of risk, and release of liability. I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable rights.