



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

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being permitted by EPIC5 Challenge LLC (collectively with its owners, employees, affiliates, agents and volunteers, “EPIC5”) to participate in [INSERT NAME OF SPECIFIC EPIC5 EVENT] and related programs thereto (the “Event”), I understand and acknowledge that by signing below, that I am legally agreeing to the statements in this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (this “Agreement”) and that these statements are being accepted and relied upon by EPIC5. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my 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 my behalf, as follows:

1. I acknowledge running, bicycling, swimming, and/or other portions of this Event are inherently dangerous and are an extreme test of my physical and mental limits that have the potential for serious bodily injury, permanent disability, paralysis and death, as well as property damage or loss. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I freely and voluntarily elect to enter under no form of duress. I certify that I have not been advised by any healthcare provider to not participate in the Event. I have no physical or medical condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Event. I understand and acknowledge that there will be vehicle and/or pedestrian traffic on the course route, and as such is an “open

course” and I assume the risk of running, biking, swimming and/or other portions of this Event and participating under these circumstances. I also assume any and all other risks associated with participating in this Event, including but not limited to the following: falls, dangers of collisions with vehicles, pedestrians, other participants, and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers; and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined herein. I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event.

2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs. Furthermore, I covenant not to consume alcohol and/or drugs during the Event.

3. I waive, release, and forever discharge EPIC5, the race sanctioning body, event sponsors, event organizers, event promoters, event producers, race directors, event officials, event staff, advertisers, property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, and all state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event or segments of the Event take place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers,



directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to my participation in the Event or my traveling to or from the Event, including light negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by light negligent acts, omissions, or the carelessness of the Released Parties.

4. I further covenant and agree not to sue EPIC5 for any of the Claims that I have waived, released, or discharged herein. I agree to indemnify, defend, and hold harmless the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement, my breach or failure to abide by any of the race sanctioning body's competitive rules, EPIC5's rules and instructions, and information in materials provided by EPIC5 related to the Event, and/or my actions or inactions which cause injury or damage to any other person.

5. I agree to read and abide by the competitive rules adopted by the race sanctioning body, including any drug or doping control rules, EPIC5's rules and instructions, and information in materials provided by EPIC5 related to the Event, as they may be amended from time to time, as well as all relevant traffic laws.

6. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident or illness during the Event. I hereby grant to the medical director(s) of the Event and his or her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorize medical treatment as needed. I agree to be responsible and assume liability for any and all costs incurred as a result of medical treatment that I may receive, including, but not limited to, ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.

7. I hereby grant EPIC5 the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by EPIC5, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever.

8. I acknowledge and agree that EPIC5, in its sole discretion, may delay or cancel the Event if it believes the conditions are unsafe at any time before or during the Event. In the event the Event is delayed or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of EPIC5, there shall be no refund of entry fee or any other costs incurred in connection with the Event.

9. I understand that EPIC5 reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.

10. By entering into this Agreement, I expressly consent to the personal jurisdiction



of the courts located in Honolulu, Hawaii, USA, as well as the law of the State of Hawaii, USA, with respect to any dispute arising related to my application or my participation in the Event. If any provision of this Agreement shall

be deemed unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE EVENT) OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

Sign:

Print Name:

Print Date: