

## ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that this is a strenuous test of my athletic ability. The BIG FROG TRAIL RUNS is a rigorous test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, darkness, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, lack of hydration, communicable disease and actions of other people including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors and/ or producers of the event. These risks are not only inherent to athletics, but are also present for volunteers. I hereby agree to assume all of the risks of participating and/ or volunteering in the BIG FROG TRAIL RUNS. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective property owned, maintained, or controlled by them or because of their liability without fault. I certify that I am physically fit, have trained sufficiently for participating in this event and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers, and that it will govern my actions and responsibilities at said event. In consideration of my application and permitting me to participate in the BIG FROG TRAIL RUNS, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including attorney's fees, expert fees, litigation costs, and my traveling to and from the BIG FROG TRAIL RUNS THE FOLLOWING ENTITIES OR PERSONS: MOUNTAIN GOAT ADVENTURES LLC., THE UNITED STATES GOVERNMENT – USDA FOREST SERVICE and any involved municipalities, their directors, officers, employees, volunteers, representatives and agents, the event holders, event directors, event sponsors, vendors, event volunteers, property owners; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in the BIG FROG TRAIL RUNS, whether caused by the negligence of releasees or otherwise. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/ or illness during this event. I understand that at this event or related activities, I may be photographed and/ or videotaped. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, organizers and/ or assigns. This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum permissible under applicable law. In the event any aspect of this release is deemed to be unenforceable, I hereby agree that the release shall be construed as broadly as possible without impacting the remaining aspects of this release. I further agree to abide by all the rules and regulations as set forth by the directors of this event. I hereby certify that I have read this document and understand its content.

## ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. MOUNTAIN GOAT ADVENTURES OR THE UNITED STATES GOVERNMENT – USDA FOREST SERVICE has put in place preventative measures to reduce the spread of COVID-19; however, cannot guarantee that you will not become infected with COVID-19. Further, attending any MOUNTAIN GOAT ADVENTURES EVENT could increase your risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while attending a MOUNTAIN GOAT ADVENTURES EVENT and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a MOUNTAIN GOAT ADVENTURES EVENT may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MOUNTAIN GOAT ADVENTURES STAFF, volunteers, and event participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at a MOUNTAIN GOAT ADVENTURES EVENT. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the MOUNTAIN GOAT ADVENTURES, THE UNITED STATES GOVERNMENT – USDA FOREST SERVICE, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the MOUNTAIN GOAT ADVENTURES, THE UNITED STATES GOVERNMENT – USDA FOREST SERVICE, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending any MOUNTAIN GOAT ADVENTURES event or activity.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_