

ASPEN VALLEY MARATHON LLC

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is assisting with, taking part in, and/or competing in the ASPEN VALLEY MARATHON, HALF or 5K Fun Run through the City of Aspen then along the Rio Grande Trail Emma Spur and Town Trail TO Basalt Lions Park shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that using event facilities for any purpose, as well as, assisting with, preparing for, tearing down, or competing in ASPEN VALLEY MARATHON, HALF or 5K Fun Run (hereinafter the "Activity"), can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.

2. The Undersigned agree and understand that there are dangers and risks associated with participating in the Activity and that falls, INJURIES AND/OR DEATH may result from engaging in the Activity. The Undersigned agree and understand that risks include, but are not limited to, the following: Slipping On Ice, running near and around traffic, running on asphalt, physical exertion, potholes and road inconsistencies, etc.

3. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Additionally, in consideration for allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE Aspen Valley Marathon llc** or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, volunteers, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Undersigned are releasing any right to make a claim or file a lawsuit against any Released Party. Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, including, but not limited to, those claims based on any Released Party's alleged or actual **NEGLIGENCE** or **BREACH** of any **CONTRACT** and/or express or implied **WARRANTY**.

5. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

6. In consideration for allowing Participant to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF SUMMIT COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

7. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

8. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant.

9. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #1

Date

Printed Name of Parent/Legal Guardian #2

Signature of Parent/Legal Guardian #2

Date

Address

Telephone

Emergency Contact

Printed Name

Telephone

NAME/RELATION