

Please TYPE on form, then print, then sign. Thank you!

Badwater 135 Ultramarathon Accident Waiver and Release of Liability / Release of Name and Likeness

I acknowledge that this event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I acknowledge the risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, lack of hydration, equipment, vehicular traffic, contact with or actions of others including, but not limited to, participants, volunteers, spectators, journalists, coaches, event officials, and event monitors, and/or producers of the event. The risks are not only inherent to athletics, but are also present for volunteers and support staff. I hereby assume all of the risks of participating and/or volunteering in this event.

I certify that I am physically fit, have sufficiently trained and prepared for participation in the event and have not been advised otherwise by a qualified medical person. 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 all medical and/or emergency evacuation costs for participants or crews will be borne by that person or their heirs. The race organizers and sponsors are in no way liable or responsible for medical costs or emergency evacuation.

In consideration of my application and permitting me to participate in this event, 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 or my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: AdventureCORPS, Inc., National Park Service, U.S. Forest Service, State of California, United States of America, County of Inyo, Chris Kostman, their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers, as well as any and all involved municipalities or other public entities, (and their respective agents and employees); (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.

I understand that at this event or related activities, I may be photographed, filmed, and/or recorded. I agree to allow my name, photo, video, film, or digital likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

I have read, understand, and agree to abide by the rules of the event, and will require my support team members to do the same.

I further agree that I will abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases. I will also abide by all COVID-19-related requirements imposed by the race organizers and local authorities.

I understand and accept that refunds – less \$500 – are only available until May 1, 2024 upon written (email) request.

I acknowledge that the final, exact route is subject to approval from various government agencies and is always subject to change due to various factors beyond the control of the event organizers.

I understand and accept that if the event is canceled due to pandemic, extreme weather, community disaster, or other *force majeure*, neither refunds nor credits will be given.

I understand that all motor vehicles used either for personal support or for any other event purpose at the Badwater 135 must be covered by at least the minimum legal requirements of property damage and personal injury liability auto insurance for the state of California.

I understand and accept that the event organizers must receive a signed copy of the Entrant Contract and this Waiver & Release of Liability by February 19, or I will lose my spot in the race and will be subject to the refund policy.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors, and organizers, in which I may participate and that it will govern my actions and responsibilities at said events. I understand that this AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document; and, I understand its content. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

Signature _____ **Date** _____

Name _____ **Age** _____ **Birthday** _____

Address _____