

MET CON ADVENTURE RACE CORP., Blue Mountain Resorts Ltd., Blue Mountain Village Association, and Intrawest ULC, Waiver and Release of Claims, Assumption of Risk and Warning of Risk

1. I understand that participating in the Met Con Blue Mountain Adventure Race is a hazardous activity.
2. I understand that the Met Con Blue Mountain Adventure Race represents an extreme race with obstacles including, but not limited to, smoke, water, mud pits, fire, barbed wire, minor electrical current exposure, and steep and slippery inclines, steep and slippery descents.
3. I agree not to participate unless I am physically and medically able.
4. I agree that I am not, and including on the date of the Met Con Blue Mountain Adventure Race, will not be under the influence of alcohol, drugs, or medications that would impair my ability to safely participate in the Met con Blue Mountain Adventure Race. I further understand that alcohol consumption following the Race Event is discouraged by Met Con Blue Mountain Adventure Race and all implied Partners.
5. I agree to abide by and act according to any decision of a Course MP relative to my ability to safely complete the race.
6. I agree to obey all civil and criminal laws within the presiding jurisdiction of said Race Event location at all times.
7. I assume all risks associated and in conjunction with participating in Met Con Blue Mountain Adventure Race, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or condition of premises, the effects of the weather, including high heat and/or humidity, rain, snow, and frost, all such risks being known and appreciated and acknowledged by me.
8. I am fully aware that Met Con Blue Mountain Adventure Race reserves the right to change, alter, amend, or modify the outlined course, obstacles, and events within the race weekend. It is the participant's responsibility to be aware of any such changes. The course distance may vary +/- 1.5 km depending on location, terrain, and conditions.
9. I agree that Met Con Blue Mountain Adventure Race is not responsible for any personal items or property that are lost, stolen, misplaced in the gear check area, or within or on the Resort premises.
10. I consent and authorize Met con Blue Mountain Adventure Race to secure emergency medical care or transportation when deemed necessary by Met Con

Blue Mountain Adventure Race. In the event of injury to me that renders me unconscious or incapable of making a decision, I authorize the appropriate Met Con Blue Adventure Race personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including and not limited to CPR and AED).

11. I understand and will abide by the rule that no wheeled vehicles, wheeled devices, or wheeled means of conveyance, or pets are permitted in the race.
12. I understand that any and all photographs, videos, recording, and or likenesses of me captured during the Met Con Blue Mountain Adventure Race and its affiliated entities, implied Partners, or sub-contractors, and/or the media, become the sole property of Met Con Adventure Race Corporation. I grant the right, permission, and authority to Met Con Blue Mountain Adventure Race to use my name in any such photographs, video, recordings, and/or likenesses or any legitimate purpose, including but not limited to promoting, marketing, advertising and all relative components as such. I further understand that Met Con Adventure Race Corporation, as sole owner, has the full right to sell/profit from the commercial use of such photographs, video, recordings, and/or likenesses.
13. I understand that all registrations are final with no refunds, or substitutions. We will however send you via mail your Race Pak, less beer ticket.
14. The Met Con Adventure Race Corporation and its Directors reserve the right in any event of emergency or local or national disaster, to cancel the race, and in the event of such cancellation or change, there is no refund of entry fees. During which time said Corporation may make all reasonable attempts to re-schedule the event within a timely and realistic manner, but not subject to withhold. The Met Con Adventure Race Corporation and its Directors reserve the right to cancel any event for any reason, but upon such type of cancellations, Met Con Adventure Race Corporation will make full attempts to either refund participants entry fees, or during which time said Corporation may make all reasonable attempts to re-schedule the event within a timely and realistic manner, but not subject to withhold.
15. I agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude. I also agree to indemnify Met Con Adventure Race Corporation, Blue Mountain Resorts Ltd., Blue Mountain Village Association, and Intrawest ULC, from any and all third party claims caused in whole or in part by my actions.

Waiver & Release of all claims & assumption of risk

I recognize and acknowledge that within this event, that there are certain risks of physical injury to participants in the Met Con Blue Mountain Adventure Race, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I am fully aware that Met Con Blue

Mountain Adventure Race reserves the right to change, alter, amend, or modify the outlined course, obstacles, and events within the race weekend. It is the participant's responsibility to be aware of any such changes. The course distance may vary +/- 1.5 km depending on location, terrain, and conditions. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in these activities against Met Con Adventure Race Corporation, Blue Mountain Resorts Ltd., Blue Mountain Village Association, and Intrawest ULC, including its officials, agents, volunteers, sponsors, and employees (hereinafter collectively referred to as Met Con Adventure Race Corporation or Met Con Blue Mountain Adventure Race). I do hereby fully release and forever discharge Met Con Adventure Race Corporation from any and all claims for injuries, illnesses, damages, expenses, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the race, program or activities. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED, if the signature of an adult participant or parent/guardian and date are not signed at the TIME AND PLACE OF THE RACE. Met Con Blue Mountain Adventure Race is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. Met Con Adventure Race Corporation continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for the race, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I am solely responsible for determining if I or my minor child/ward is physically fit and/or skilled for the race or activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I do hereby fully release and forever discharge Met Con Adventure Race Corporation from any and all claims for injuries, damages or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with these programs/activities. All Waivers will be re-signed in person on the day of the event, prior to receiving a Race Pak and check-in, and only after proper photo identification is provided.

BELOW SECTION APPLIES TO A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I, the parent or guardian of the above named participant, hereby gives my approval to this child's participation in the race and its activities. I assume all risks and hazards incidental to such participation in the Met Con Blue Mountain Adventure Race, and I hereby waive, release,

absolve, indemnify, and agree to hold harmless Met Con Adventure Race Corporation., its officers, heirs, assigns, administrators, personal representatives and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, volunteers, administrators, sponsors, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives and successors and others persons, for any claim arising or of an injury to my/our child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child(ren)'s participation in this event. I consent to the foregoing and grant permission for him/her to participate in the Met Con Blue Mountain Adventure Race. I acknowledge I have carefully read, accepted and agreed to the terms on this Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed. All Waivers will be re-signed in person on the day of the event, prior to receiving a Race Pak and check-in, and only after proper photo identification is provided.

Signature of Participant
Participant Name (printed)
Signature of Parent/ legal guardian (if participant is under 18)

Witness Signature
Witness Name (printed)

Signed this ____ day of _____, 20__.