

BADWATER Salton Sea (“Event”) Accident Waiver and Release of Liability / Release of Name and Likeness

I acknowledge that this athletic 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. The risks include, but are not limited to, those caused by terrain, location, facilities, temperature, weather, condition of athletes, lack of hydration, equipment, vehicular traffic, actions of and contact (direct or indirect) with other people 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 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 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., Chris Kostman, County of Imperial, County of San Diego, Anza-Borrego Desert State Park, State of California, 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, recorded, and/or videotaped. I agree to allow my name, photo, video or film 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.

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 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.

PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old) IF APPLICABLE The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature _____

Date

Name

Age

Birthday

Address