



Bull Run Hunt

- - *Name (please print clearly)* - _____
- - *Phone # (please print clearly)* - _____
- - *Email (please print clearly)* - _____
- - *Address (please print clearly)* - _____
- - *Emergency Contact Name* - _____ *Phone #* _____

PARTICIPATION AND WAIVER & RELEASE OF LIABILITY

AGREEMENT

1. Definitions. As used herein: (a) the term “BRH” refers to the Bull Run Hunt Club, Inc, a Virginia non-stock corporation, its and affiliates; (b) the term “Events” means BRH rides and races, and those activities sponsored, controlled or organized by BHR, which I attend or in which I participate on the days of any of the Events; (c) the term “Released Parties” means, jointly and severally, (i) BRH, (ii) BRH’s officers, directors, employees and agents, (iii) landowners whose land is used by BHR including but not limited to Spotswood, LP and its partners, managers, employees and agents, Poole Ventures, LP and its partners, managers, employees and agents, and Poole Holdings, LP and its partners, managers, employees and agents (iv) any person BRH has agreed to indemnify as to claims made by Event participants and (d) the term “Agreement” means this Participation and Waiver & Release of Liability Agreement.

2. Fitness. I represent and warrant that I have sufficient experience with mountain biking, and that I have a sufficient level of fitness and health to participate in the Events. I confirm I am aware that other groups offer less grueling, challenging and risky recreational-activities, than mountain biking.

3. Assumption of Risk. ***The organizers of the Event want you to understand that MOUNTAIN BIKING IS AN ACTIVITY THAT INVOLVES A LEVEL OF DANGER AND THAT INJURIES CAN AND DO OCCUR.*** I acknowledge that I know that given the nature of the sport, mountain biking is an activity that carries with it significant risk of serious personal

injury. I know there are natural, man-made, mechanical and environmental conditions and risks that independently or in combination can result in participants in the Events sustaining injury (including permanent disability, mental-injury, or paralysis), or in rare situations, sustaining injuries that result in death. I acknowledge that I have taken advantage of the opportunity to learn about the risks associated with mountain biking and the Events, or that I hereby voluntarily forgo that opportunity. I have either familiarized myself with the locations at which Events will be held generally, and the race courses specifically, or hereby voluntarily forgo that opportunity. Before participating in any of the rides and races included in the Events, I will inspect the course, and will not participate in the ride or race, if I believe the course is unsafe, or beyond my abilities, and I will inform the race director of that decision, and my reasons for that decision, prior to the Events. I hereby accept and assume all risks associated with attending and/or participating in the Events, and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risks, conditions and hazards which may exist during the Events, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in injury.

4. Waiver of Personal Injury Claims. To the extent permitted by law, I hereby WAIVE ALL CLAIMS, I may in the future have against any of the Released Parties relating in any way to personal injuries or death I sustain due to my attendance at or participation in any of the Events. I specifically



RELEASE and DISCHARGE, the Released Parties from any and all liability that may arise out of any Released Party's NEGLIGENCE or carelessness in association with any Event (including but not limited to negligent rescue attempts, course design, or equipment selection) but I do not by this Agreement waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly. As to any claim released hereby, I AGREE NOT TO SUE any of the Released Parties for such released claims. I agree to be personally responsible for any costs, expenses or damages arising out of or related to such released claims.

5. Equipment. I acknowledge that it is my responsibility to provide, utilize and maintain the bike, equipment and clothing necessary for my safe participation in the Events.

6. Rules. I accept and shall abide by the Released Parties' rules and regulations. I agree to ride and otherwise participate so as to neither endanger myself or others. I agree that if I observe any unusual significant hazard related to an Event, I will remove myself from participation and bring to the attention of BRH said hazard immediately.

7. Insurance. I represent and warrant that I currently have, and shall maintain throughout the time that I train for and participate in the Events, valid and sufficient insurance (be it medical, accident, disability or life insurance) to protect my and my family's interests, or if I do not, that I hereby waive the opportunity to obtain such. I acknowledge Released Parties are not insurance companies, and that no one has represented to me that BRH or other Released Party has obtained insurance that would provide coverage to me in the event I am injured while participating in an Event.

8. Property Damage Waiver. I alone am responsible for my personal belongings, including breakage or loss of bikes and other equipment that I bring to an Event. To the extent permitted by law, I hereby WAIVE, in advance, ALL CLAIMS for loss, theft or damage to any property owned or controlled by me, that I may in the future have against Released Parties, relating in any way to an Event and either of the following: (a) my choosing to park any vehicle owned or controlled by me in any areas owned or

controlled by BRH; and (b) my choosing to give possession of any of my personal belongings to any agent or volunteer of BRH or other Released Party. This waiver, release and discharge of property damage claims includes, but is not limited to, claims arising out of the NEGLIGENCE of the Released Parties.

9. Indemnification. I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or those who depend upon me, or who are responsible for me). As such, I hereby agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties (that is, defend and pay any judgments or costs, including investigation costs and attorneys' fees) from any and all claims of mine—and of any spouse, parent, guardian, child, heir, representative or assign of mine—arising from loss or damages (be it property or personal-injury related) due to my attendance at or participation in an Event.

10. Choices. I enter into these Agreements by my own free will, and acknowledge that I have choices relating to participating or not participating in the Events. I acknowledge that if I do not want to accept the terms offered in these Agreements, I can choose to forgo participating in the Events, and choose to participate in other mountain bike race events, or forgo completely participating in such events.

11. Binding Effect. I intend these Agreements to be binding upon me, and any spouse, parent, guardian, heir, executor, assigns or successor of mine (collectively, "Successors"). To the extent I have the authority to waive or release any claim that may in the future belong to any Successor arising out of or relating to my participation in or attendance at the Events, I hereby, by these Agreements, waive and release such claims.

12. Truth. I represent and warrant that I have read these Agreements, and understand them, and that the information I provide as part of the registration process for the Events is true.

13. Severability. These Agreements are intended to be as broad and inclusive as permitted by applicable law, and if any portion of these Agreements are held invalid or void, I agree that the balance shall,



notwithstanding, continue in full legal force and effect.

14. Entire Agreement. As to any claim arising out of or related to my attendance or participation in the Events, these Agreements collectively: (a) supersede any previous oral or written promises or agreements;

and (b) are not the result of or modified by any oral representations or statements of any a Released Party. These Agreements contain the only agreements between the parties regarding the topics covered in these Agreements, and may only be modified or terminated in a writing signed by myself and BRH.

X _____
SIGNATURE OF PARTICIPANT

X _____
DATE SIGNED

(IF A PARTICIPANT IS UNDER THE AGE OF 18 YEARS, A PARENT/GUARDIAN MUST COMPLETE AND SIGN THE FOLLOWING :)

PARENT'S/GUARDIAN'S APPROVAL

I am the Parent/Guardian of _____, age _____, the minor child ("child") listed above as the Participant. On the child's behalf and on my behalf and on behalf of all other parents or guardians of the child, if any, I also enter into this AGREEMENT & WAIVER OF RIGHTS & INDEMNIFICATION as a party to the same, and hereby assume all obligations incumbent upon Participant hereunder. I further authorize any emergency medical care for the child in the event the child is injured in connection with the child's participation in any of the activities. I further represent and warrant that I have full authority to act as I have done hereby.

SIGNATURE OF GUARDIAN

DATE SIGNED