

2013 ULTRA AROUND THE LAKE

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Section #1: Specific Event Waiver Form for Adults (Age 18 or older)

Section #2: Specific Event Waiver Form for Minors (Under Age 18)

Section #3: For all entrants

Section #1: Specific Event Waiver Form for Adults (Age 18 or older)

Event Name: Ultra Around The Lake

Event Date(s): July 26-27, 2013

Event Location: Clarion Inn, Wakefield, MA

Sanction #: 13-025

For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing me, the undersigned, to participate in the USA Track & Field sanctioned event described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused

in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.

3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Track & Field, Inc., its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators (QP Holdings LLC, QP 591 LLC, QP 595 LLC, QP 599 LLC, QP 607 LLC, Hospitality Resources LLC, Green Ridge Property Management LLC, BW North Inn Keepers Inc.) upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Section #2: Specific Event Waiver Form for Minors (Under Age 18)

Event Name: Ultra Around The Lake

Event Date(s): July 26-27, 2013

Event Location: Clarion Inn, Wakefield, MA

Sanction #: 13-025

For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing the minor identified below to participate in the USATF sanctioned event described above (the "Event" or "Events"); I, for myself, and on behalf of Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge the risks and dangers associated with the Minor's participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and will represent an extreme test of the Minor's physical and mental limits. I understand that the Minor's participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizer; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of the Minor's participation in any Event.
3. I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while

he or she is participating in the Event, and the condition and adequacy of the Minor's equipment.

4. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Track & Field, Inc., its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators (QP Holdings LLC, QP 591 LLC, QP 595 LLC, QP 599 LLC, QP 607 LLC, Hospitality Resources LLC, Green Ridge Property Management LLC, BW North Inn Keepers Inc.) upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to the Minor's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Section 3: For all entrants

1. All entries for runners under 18 years old are subject to prior approval by Event Organizers and parental consent. Event Organizers reserves the right to reject any entry.

2. I understand that the Event Organizers reserve the right in any event of emergency, public safety, severe weather or lightning to delay, stop, or cancel the event. I understand that all entries are final with no refunds.
3. Use of Likeness Release: As a condition of my participation in the Event, I hereby grant Event Organizers a limited license to use my name, likeness, image, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting Event, Somerville Road Runners or the sport of Athletics. The foregoing grant, however, does not constitute consent for Event Organizers or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.
4. I understand that this Waiver and Release may be stored electronically and that a copy is authentic and admissible as evidence in any future dispute.