

**PARTICIPANT WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**
Event Waiver Form for Adults (Age 18 or older) and Youth 17 and younger

Event: Smith Rock Sunrise Summer Classic Half/5k/10k

Event Date: July 6, 2013

Event Venue: Smith Rock State Park, Terrebonne, Oregon

For and in consideration of USA Track & Field, Inc. ("USATF") Smith Rock Race Group LLC, ("SRRG LLC") allowing me, the undersigned, to participate in the USATF sanctioned event described as (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 SRRG LLC 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 SRRG LLC Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the SRRG LLC Event, that I am responsible for my own safety and well being at all times and under all circumstances while at the SRRG LLC Event site.
 - a. MINOR: 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 SRRG LLC 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 SRRG LLC Event. I agree that it is my sole responsibility to determine whether the SRRG LLC Minor is sufficiently fit and healthy enough to participate in the SRRG LLC Event, that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the SRRG LLC Event site.
2. I understand and acknowledge that participation of the adult or minor 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 that participation of the adult &/or minor 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 SRRG LLC 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 SRRG LLC Event/s 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 SRRG LLC Event.
3. I agree to be familiar with and to abide by the USATF Bylaws, Operating Regulations, and Competition Rules established for the SRRG LLC Event, including any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the SRRG LLC Event, and the condition and adequacy of my equipment.
4. I hereby and/or parent or legal guardian on behalf of the Minor, Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the USOC, USA Track & Field, Inc., its Associations and Sport Disciplines, SRRG LLC Event Organizers, SRRG LLC Event Directors and Promoters, Sponsors, Advertisers, Coaches and Officials; Venue and Property Owners upon which the SRRG LLC Event takes place; Law Enforcement Agencies and other Public Entities providing support for the SRRG LLC 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 "SRRG LLC 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 SRRG LLC 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.
5. I hereby as an adult and/or parent or legal guardian on behalf of the Minor, Release and Waive any objection releasing any videos still pictures of adults & minors, for the purposes of promotion of the SRRG LLC Event/s through such media such as YouTube, or SRRG LLC websites.

I hereby warrant that I am of legal age (Minor: I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor 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 electronic 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.

Signature of Participant

Date Signed

Parent/Guardian signature under 17

Date Signed