RACE FOR THE LAND
PARTICIPANT AGREEMENT, RELEASE
AND ACKNOWLEDGEMENT OF RISK FORM

I, the undersigned Participant and, if I am under 18 years of age, my parents or guardian, do hereby acknowledge that there are certain known risks and unknown or unanticipated risks that are inherent in the activities in which I am about to engage voluntarily as a participant in the **Race For The Land** trail run (the "**Race**"). I understand that participation in the Race involves potential risk of injury, death, physical or mental illness or disease, or damage to me, my property, or other third parties, including without limitation risk of falls, contact with other participants, effects of the weather (including high heat and humidity), and the condition of the trails (including rocks, tree roots and eroded land). Knowing and appreciating such risks, I, for myself and my respective heirs and assigns, hereby voluntarily consent to and assume all such risks and hereby voluntarily release, forever discharge and agree to hold harmless and indemnify **Catawba Lands Conservancy, Charles Rankin, Katherine Rankin, Haywood & Sabine Rankin, Chuck & Lindsay Meakin**, all other Race sponsors and volunteers, and their respective officers, directors, members, managers, employees, agents and representatives, (collectively, the "**Owners**"), from any and all liabilities, claims, demands, actions or rights of action which are related to, arise out of, or are in any way connected with my participation in the Race, including specifically but not limited to any and all claims arising out of or relating to the negligent acts or omissions of any person or entity, including the Owners, for any and all injury, death, illness or disease, and damage to me or to my property or damage to others or others' property. In signing this document, I fully recognize that if anyone is hurt or any property is damaged while I am engaged in the Race, I will have no right to make a claim or file a lawsuit against the Owners. Should it become necessary for any of the Owners to incur attorneys' fees and costs to enforce this agreement or any portion thereof, I agree to pay the reasonable costs and attorneys' fees thereby expended, or for which liability is incurred. I agree that the decisions of the race officials relating to Race results and my participation in the Race shall be final. I give permission for the free and unrestricted use of my name and picture as a participant in the Race. My signature below indicates that (a) I have read this entire document and understand it completely, (b) I understand that it affects my legal rights, and (c) I agree to be bound by its terms.

_____ _____/_____/_____ (____)_____
Participant's Signature **Date** **Emergency Phone #**

_____ _ _____
Name (print) **Emergency Contact Name**

The parents or guardian must sign below if the Participant is under 18 years of age to reflect their understanding and agreement, for themselves and on behalf of the Participant, to the provisions of this Agreement. The parents or guardian further agree to defend, hold harmless and indemnify the Owners from any and all liabilities, claims, demands, actions or rights of action (including attorney's fees) brought by any member of the Participant's family arising out of or in any way connected with the Participant's participation in the Race, including without limitation any and all claims arising out of or relating to the negligent acts or omissions of any person or entity, including the owners, for any and all injury, death, illness or disease, and damage to the Participant or to his property or damage to others or others' property.

_____ _____
Parent or Guardian **Parent or Guardian**

_____ _____
Name (print) **Name (print)**

_____/_____/_____ _____/_____/_____
Date **Date**