

BLACK SPUR ULTRA
ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY

In consideration of allowing me to participate in the Black Spur Ultra in the City of Kimberley, including any pre- or post-event activities (the "Event"), I, for myself, my personal representatives, assigns, heirs and next of kin:

1. FULLY UNDERSTAND that this is an extreme race Event that involves risks and dangers of serious personal injury, including permanent disability, paralysis and death, as well as property loss, economic loss and risk of other losses. These risks and dangers may be caused by my own actions or inactions, hazardous terrain conditions, extreme weather conditions, running at night, wildlife, lack of water or food, actions or inactions of other participants, volunteers, collisions with vehicles, the negligence or gross negligence of the Releasees named below or any other cause whatsoever. I FULLY ACCEPT AND ASSUME all such risks and dangers and accept and assume responsibility for all losses, costs and damages which I incur or suffer as a result of my participation in the Event.

2. ACKNOWLEDGE, AGREE AND REPRESENT THAT:

- (a) I have satisfied myself, and believe, that I am physically, emotionally and mentally able and fit to participate in this Event, and that my equipment, if applicable, is appropriate for use in this Event;
- (b) I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me; and
- (c) I will immediately remove myself from participation in the Event, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my equipment, or exceeded my comfort level, for continued participation in the Event.

3. RELEASE, DISCHARGE, AGREE NOT TO SUE AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS Sinister Sports Inc., the City of Kimberley, Regional District of East Kootenay, Her Majesty the Queen in Right of the Province of British Columbia, Kimberley Nature Park Society, Kimberley Nordic Club, Kimberley Alpine Resort, Resorts of the Canadian Rockies, any sponsors, advertisers, officials, volunteers, organizers or other persons assisting with the Event, any food or beverage caterer, third party vendors or any physician or other medical service provider providing assistance or aide at the Event, and each of their respective affiliates, successors, directors, officers, employees, volunteers, agents and representatives (all of whom are collectively referred to as the "Releasees") from all liability, claims, demands, losses or damages on my account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of any or all of the Releasees or otherwise, including negligent rescue operations, and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, legal fees, loss, liability, damage or cost which any and all of them may incur as a result of such claim.

4. I consent to receive medical treatment, which may be advisable in the event of injury or illness suffered by me during the Event, and I agree to pay for the costs of any such medical treatment.

5. I consent to Sinister Sports Inc. using or authorizing others to use any photographs, motion pictures or any other record of my participating in the Event, without remuneration, for any purpose including without limitation, commercial use. I also consent to my name, age, sex and race result being published on the Event website.

6. This Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement shall be interpreted and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. I agree to irrevocably submit to the exclusive jurisdiction of the Courts of the Province of Alberta with respect to any dispute arising under, or pertaining to, this Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.

I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this _____ day of _____ (month), _____ (year) at _____ (town).

Emergency Contact Phone #: _____

Signature of Participant

Signature of Witness

Printed Name of Participant

Printed Name of Witness

Parent or Guardian (required where participant is under the age of 18 years):

I am the minor's parent and/or legal guardian and understand the nature of the Event, and the minor's experience and capabilities, and believe the minor to be physically, emotionally and mentally able to participate in the Event. I hereby release, discharge, agree not to sue and agree to indemnify, save and hold harmless each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of the Releasees or otherwise, and further agree that if, despite this Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement, the minor, or anyone on the minor's behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, legal fees, loss, liability, damage or cost which any and all of them may incur as the result of any such claim.

Signature – Parent/Guardian

Witness

Print Name and Relationship to Minor

Print Name

Date

Date

**The personal information collected by Sinister Sports Inc. will be used and disclosed only for the purposes of organizing and running the Event, unless you otherwise consent or the collection, use or disclosure of personal information is permitted under the *Personal Information Protection Act* (Alberta), as amended.