

6 & 12 Hours of Fury

PARTICIPANT AND VOLUNTEER: ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holder

I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this event, **INCLUDING BUT NOT LIMITED TO THE FOLLOWING ENTITIES OR PERSONS: 4 Peaks Racing and McDowell Mountain Regional Park. Their directors, officers, employees, volunteers, representatives, and agents, the even holders, event sponsors, event volunteers;** (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether cause by the negligence of releases or otherwise.

- I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this event.
- I understand that at this event or related activities, I may be photographed. I GRANT to Event organizers and their licensees the right, permission and authority to use my name, voice, picture or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of an Event, and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.
- The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- I hereby certify that I have read this document; and, I understand its content.

PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

MINOR'S ASSUMPTION OF RISK

I have discussed the event that I wish to participate in with my parents or legal guardians, and they have explained to me the possibility of my being injured. I know that I could be injured, possibly severe or even worse. I am willing to assume the responsibility of this in order to be a participant in the event that I wish to participate in. I also agree that at any point, if I feel endangered either by my own actions or those of others, that I am free to withdraw from the event and will do so of my own free will. I know that I am not giving up any of my rights and that it is ok for me to participate.

I HAVE READ THE ABOVE ASSUMPTION OF RISK. I FULLY UNDERSTAND WHAT IT MEANS AND HAVE SIGNED IT VOLUNTARILY.

Print Participant's Name

Age

Signature of Participant

Date

Signature (If under 18 years old)
Parent or guardian must also sign

Date

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. 4 Peaks Racing cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing 4 Peaks Racing's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize 4 Peaks Racing's services and/or enter onto 4 Peaks Racing's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

I attest that:

* I have not experienced any of the following symptoms in the last 48 hours. Fever or chills, cough, shortness of breath or difficulty breathing, fatigue, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

* Within the last 14 days I have not been in close physical contact (6 feet or closer for at least 15 minutes) with a person who is known to have laboratory-confirmed COVID-19 or with anyone who has symptoms consistent with COVID-19?

* I am not isolating or quarantining because of exposure to a person with COVID-19 or are worried that you may be sick with COVID-19?

* I am not currently waiting on the results of a COVID-19 test?

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize 4 Peaks Racing's services and enter 4 Peaks Racing's premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize 4 Peaks Racing's services and premises in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against 4 Peaks Racing and Maricopa County and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing 4 Peaks Racing and Maricopa County's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Arizona will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature: _____ Date: _____

Name (printed): _____