

The Impossible Race™ waiver, release and indemnification

Read carefully. This waiver/release document includes a release of liability and waiver signed by the participant/runner/ pacer/worker/volunteer herein after referred to as ‘Participant’ and submitted to the authorized personnel of the event, The Impossible Race, herein after referred to as ‘Event’. By signing this form, the Participant understands that he/she willfully relinquishes all legal rights to sue the Event and its associated organizers/promoters/sponsors and/or any other parties involved directly or indirectly with the event. Execution of this waiver is deemed necessary in order to complete registration and compete in the race and to work or volunteer in the Event. The form shall be downloaded, printed, filled up completely and brought along with all the appurtenant documents to the race venue. Only after this form, duly filled up and signed by the participant or his/her legal guardian, is presented to race management, the bib number will be provided. Without your bib number you will not be allowed to participate in the event. All participants, workers, volunteers etc., who are involved in the event, must sign this waiver/release/indemnification form/document.

I _____, the undersigned, am a Participant in the _____ Segment of the Event and do hereby state, acknowledge, represent, undertake and agree as below:

1. I hereby represent and state that am in good health and in a proper physical condition as may be required for this event and am capable to participate in the event. I, hereby state that I am not under any influence of alcohol or any illicit or prescription substances or under the undue influence of any party affiliated with the Event, which would in any way impair my ability to safely participate in the Event.

2. I hereby agree and undertake that during the race, I shall make every reasonable effort to be self-sufficient by carrying my own water and such other provisions, including, but not limited to, all the items more specifically listed and described in the rules and regulations on the website.

3. I hereby state that am well aware that a race of this nature is extremely difficult and hazardous even under the most favorable conditions. I have also been made aware that I should be in excellent physical shape and adequately conditioned to cycle and/or perform physical duties for long distance under any adverse weather conditions. I attest

and verify that I know participating in such an Event can be a potentially hazardous activity and I have sufficiently trained myself and know very well that I am participating at my own risk and that I am voluntarily participating in the event and there is no compulsion of any nature which has led me to participate in this event.

4. I understand and acknowledge that the physical and mental rigors as may be associated with long distance cycling might be dangerous and represent an extreme test of a person's physical and mental limits. I further state that a licensed medical doctor has verified that my participation in Event will not pose a serious risk to my health. I hereby consent to receive emergency medical treatment if such is deemed advisable or necessary in case of injury, accident and/or illness during the Event. I assume all risks, known or unknown, associated with participating in this Event and I understand that my participation in such event could involve risks and dangers including, failure of my body, serious illness, serious bodily injury, sickness and disease, permanent disability, paralysis and even loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, encounters, contact or even collision with other participants, spectators, vehicles or other natural or manmade objects, but also wild or domestic animals attacks; dangers arising from adverse weather conditions; imperfect course conditions; water, heat, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; human error and situations beyond the immediate control of the event organizers; other undefined risks and dangers which may not be readily foreseeable or are presently unknown, and basically any other thing that can go wrong, and for the same, only I shall be responsible. I accept the presumption of all risks associated with this event wholly. 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 participants, or the acts, inaction or negligence of the released parties defined below, and I hereby expressly presume all such risks and responsibility for any damages, liabilities, losses or expenses which may incur as a result of my participation in the Event.

I further declare that I have all the necessary insurances medical or otherwise, that are necessary to be a part of this Event and include but are not limited to the aforementioned contingencies and/or potentially life threatening situations. In case of failure to procure such insurances for the Event on time or in case of having none at all, I do hereby understand that I will be personally liable for any and all expenses medical or otherwise, as may be incurred by me by participating in this event and shall not hold the Event management, its sponsors, or any other party directly or indirectly involved with the Event for any such adverse situation that I may have put myself through.

5. I agree to be familiar with and abide by the rules and regulations established for the Event, including the rules of the Indian anti-doping agency (www.nada.nic.in). I agree to abide by any decision of a race official relative to any aspect of my participation in this Event, including the right of any official to deny or suspend my participation for any reason whatsoever. I also accept sole responsibility for my own conduct and actions while participating in the event and the condition and adequacy of my equipment. I also agree to abide by the decision of the race officials and/or Event management without prejudice and contest.

6. I further expressly agree that the foregoing release, waiver, and indemnity is intended to be as broad and inclusive as is permitted by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I agree to indemnify, defend and hold harmless the parties, 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 which may arise to me, my personal representatives, assigns, heirs, and next of kin out of, result from, or relate to my participation in the event, including claims for liability caused in whole or in part by the negligence of the releases or from observing, working for, or in any way participating in or travelling to or from any activity associated with the Event: Brand Aid, Uphill EMG, its event owners, organizers, advertisers, sponsors, promoters, committees, officers, directors, members, volunteers, employees, agents meant to conduct any activity associated with the Event, the race director and its team, the other participants, the government officials, law enforcement agencies and other public entities providing support for the event but also any persons in any restricted area, host cities, local organizing committees, venues, property owners upon which the event takes place and/or any such parties that may be directly or indirectly involved with this Event. I further agree that if, despite this waiver, 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 liability which any may be incurred as the result of such claim.

7. I grant permission to race management to use any photographs, recordings, or other records of my participation in this event for any legitimate purpose.

8. I also understand that the race director has the right to refuse any entry for any reason and without any justification, and that my registration fee is non-refundable.

9. I expressly acknowledge that by my registration for and participation in the Event, I give my consent to the collection and retention of any personal information by Uphill EMG and in the inclusion of any of my Event-related performance data in race results normally released to the public. All other personal data collected by Uphill EMG shall remain confidential and shall not be voluntarily released by Uphill EMG to any third party without my knowledge and consent.

10. I hereby warrant that I have read this waiver carefully and have understood its terms and conditions, which are specifically stipulated. I do acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this waiver/release freely and voluntarily, 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 waiver/release. This waiver/release represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this waiver/release. This release extends to all claims of every kind and nature whatsoever, whether known or unknown to me.

11. Minor applications (under 18) will be accepted only with parent or guardian signature. Parental Consent: As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this waiver/release on behalf of the minor in connection with the minor's participation in the Event(s). If, despite this waiver/release, I, 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.

Participants

Full Name

Signature

Date _____

MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required)

The undersigned, _____, hereby certifies, warrants and represents that I am the legal parent or guardian of

_____, the signer of the above releases (the “participant”), and that after fully informing myself regarding the nature and risks of the event, I give my permission for the said participant to participate in the same and by my signature below I fully ratify, accept and agree to all of the terms of the above release both for myself individually and as legal parent or guardian of the participant.

Signature & Date _____

Relationship to minor _____

Note: You hereby are given an opportunity, that in case you have any questions or suggestions about this document you may please approach and contact us at polo@uphillemg.com, within a period of 2 days from signing the document.