

ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY AND APPLICANT CONSENT, INDEMNIFICATION AGREEMENT, ACCEPTANCE OF SMARTBlast RACE RULES FOR SMARTBlast, LLC (“SMARTBlast”) RACES (HEREIN “RACE”)

This Agreement is given by the undersigned Applicant for the benefit of SMARTBlast, LLC, The City of the Village of Clarkston, Oakland County property, State of Michigan property, Independence Township property, Clarkston Schools, , Michigan Department Of Natural Resources, the State Of Michigan, its departments, boards, agencies, commissions, officers and employees, Private residences visited during the race, and all employees, directors, owners, and appointees, there of (collectively "Releasees"). I acknowledge that adventure racing is an inherently dangerous sport in which I participate at my own risk. I acknowledge that the Race will occur in rural and/or urban environments and will include, but is not limited to, the following activities and dangers: navigation, trekking, bicycling, canoeing, orienteering, running, ropes and sleep deprivation, getting lost, traffic, animal attacks, dehydration. In consideration of and as a condition of entering in

the Race, I individually and on behalf of my heirs, executors, administrators, legal representatives, successors and assignees, release and forever discharge, hold harmless, indemnify, including as to attorney fees, and promise not to sue Releasees on, from or against, and waive, any claims, damages, expenses or demands arising directly or indirectly from or attributable in any way to the negligence, action or failure to act of any Releasees in connection with the sponsorship, organization or execution of any adventure racing or sporting event, including travel to and from such event, in which I may participate as a racer, rider, team member, support crew, volunteer, spectator or in any other manner.

I currently have no known physical or mental condition that would impair my capability and am fit to fully participate in adventure racing. I agree that before I participate in any portion of the Race, I will inspect the related facilities, competition site, and equipment. I will immediately advise Race personal of any unsafe condition that I observe. I will refuse to participate in the Race until the unsafe conditions have been remedied. I agree to give notification of all medical emergencies to the correct parties, including but not limited to, local emergency officials, emergency medical services (EMS) and local ambulance services. I agree that Releasees are not involved in solving my medical emergencies.

I participate willingly and voluntarily and I assume responsibility for damages to or loss of my personal property. I assume risk for accidents or injury caused during the Race. I have reviewed the complete document entitled SMARTBlast Race Rules. I agree to follow all conditions provide by the SMARTBlast Race Rules and have asked and received answers to any questions. I also agree to follow any specific instructions and wear all appropriate safety equipment I may be given at the Race. I assume the risk(s) of personal injury, accident and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractures or broken bones, cuts, eye damage, scrapes, wounds, abrasions and/or contusions, oxygen shortage (anoxis), head, neck, and/or spinal injuries, shock, paralysis, and/or death.

I hereby approve the free use of my name and picture in broadcast, telecasts, and the press as they pertain to the Race.

I hereby acknowledge that I have sole responsibility for my personal possessions and athletic equipment during the event, and its related activities. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the event.

Every term and provision in this Agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This Waiver is to be construed as broadly as possible to provide a release and waiver to the maximum extent permissible under applicable law.

I have read and understand the forgoing acknowledgement of risks, assumption and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights. I agree to all conditions provide by the SMARTBlast Race Rules.

Applicant's name: _____ **Signature:** _____ **Date:** ____/____/____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Phone: (____) _____ - _____ **AGE:** ____ **In an emergency, notify (name):** _____ **Phone** (____) _____ - _____
Applicant's name: _____ **Signature:** _____ **Date:** ____/____/____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Phone: (____) _____ - _____ **AGE:** ____ **In an emergency, notify (name):** _____ **Phone** (____) _____ - _____