**Dragon OCR LLC**

**WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE**

In consideration of my (“I”, “my” or “myself”) and/or on behalf of my child/children’s participation as a competitor, volunteer (or other staff member) and/or spectator (any of the foregoing, a “Participant”) in a Dragon OCR Race, Dragon OCR Kids’ Race, Dragon OCR workout or other Dragon OCR-owned, operated, licensed or sponsored event(s) (any of the foregoing and any ancillary events/activities/operations related thereto, an “Event”), I, on behalf of myself and Child, acknowledge, accept and agree the following:

(1) The risk of serious injury and/or death from the activities involved participating in any Event, as a Participant, is significant and may include, without limitation, the following: (i) drowning; (ii) near drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries, including burns, heat-related illness and hypothermia; (vii) over-use syndrome; (viii) injuries involving the acts or omissions of other Event participants or vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to, paddling, climbing, hiking, travel by truck, car or other convenience, falling from heights; (xii) heart attack; (xiii) diseases from exposure to fecal contaminated water or slurry; (xiv) permanent paralysis; and/or (xv) death. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury and/or death does exist.

(2) AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT AN EVENT, ON BEHALF OF MYSELF AND MY CHILD, I (undersigned) KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF THE RELEASEES, as hereinafter defined, or others, and assume full responsibility and all risks for myself and/or my Child’s participation in the Event.

(3) I knowingly and voluntarily agree to comply with any stated customary terms and conditions (which have been made available to me) for Participant’s participation in an Event. If, however, I observe an unusual and/or significant hazard during my presence at the Event, I will remove myself or my Child from participation and bring such hazard to the attention of the nearest Event official.

(4) To the fullest extent permissible by applicable law, I, on behalf of myself, and/or my Child (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever **WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE DRAGON OCR RACE, LLC., AND THE APPLICABLE VENUE OWNER(S) OR OPERATOR(S)** and their respective owners, officers, directors, employees, contractors, representatives, agents and affiliates and, as applicable, any direct or indirect parent or subsidiary, predecessor, successor, heir, assign, media partners, associated charity, sponsor or medical providers of any of the foregoing (collectively, the “Releases”) **WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY OR MY CHILD’S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF THE RELEASEES OR OTHERWISE.** I further agree to indemnify, defend and hold harmless Releases from any loss liability, cost, claim and/or damages arising from Participant’s participation in or association with the Event, including, but not limited to, reasonable attorney’s fees.

(5) I, on behalf of myself, and/or my Child, attest and verify that: (i) unless indicated below, I am over 18 years of age and am legally signing on behalf of myself or, if applicable, Child; (ii) Participant is free from all illnesses, injuries and defects that could interfere with his/her safe participation in an Event; (iii) Participant is physically fit and sufficiently trained to participate in all activities associated with the Event; and (iv) on the date of the Event, Participant will possess and be covered by medical/health insurance, individually or as part of an organization. I acknowledge that Participant, and I, as Child’s parent/legal guardian (if applicable), am aware and informed of the inherent risks in participating in the Event and that Participant’s participation in an Event is entirely voluntary.

(6) I, on behalf of myself, and/or my Child, consent to administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in the Event and hereby release and indemnify Releases from any and all liability or claims arising out of such treatment and/or services.. I further consent and agree to obtain, furnish and allow, if required, the use and disclosure of my personal health information by such providers in connection with rendering services and or treatment, and to sign any additional documents that may be requested by such providers, in connection such information or services.

(7) The Releases reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of the Releases that might affect the health and/or safety of Participants. Dragon OCR Race, LLC. will not be obligated to refund any Participant any registration fees due to a cancelled Event.

(8) I, on behalf of myself, and, if applicable, my Child, irrevocably grant unlimited permission to Releases to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of Participant or my or Child’s participation in an Event or related activity for any legitimate purpose in perpetuity and I understand that Participant will not be entitled to any compensation in connection therewith. I further hereby irrevocably and absolutely grant permission to the Releases to film, videotape and record the performance of the Participant in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releases shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Releases, without compensation of any kind to Participant, to use, reproduce or broadcast, Participant’s name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releases shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about Participant and all or any portion of the Event in which Participant may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to Participant.

(9) In consideration and in return for being allowed to participate in the Event, Participant releases and agrees not to sue the Releases from all present and future claims regarding Participant’s participation in events organized by the Releases, including the Event, by Participant and his/her heirs, assigns, spouses, partners, personal representatives and/or next of kin.

(10) If any of the provisions of this Waiver, Release of Liability, Covenant Not To Sue & Image Release (“Waiver”) shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

**I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND MY CHILD, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.**

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| **Participant Name (Print):** | **Date:** |
| **Email:** | **Emergency Contact Name (required):** |
| **Phone:** | **Emergency Contact Phone (required):** |
| **Signature:** | **Participant Bib Number:** |

**MINORS/CHILD: IF PARTICIPANT IS UNDER 18 YEARS OF AGE OR UNDER LEGAL GUARDIANSHIP, SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED BELOW.**

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| **Parent/Guardian Name (Print):** | **Parent/Guardian Signature:** |
| **Minor/Child Name (Print):** | **Date:** |
| **Relationship to Minor/Child:** |  |