



### Waiver and Release

I, the Participant understand that in some activities like "300 of Sparta Endurance race" I will undertake within the Arcadian Trails Program, there will be certain risks of damages injuries, or otherwise, inherent to such activities, as well as in traveling and other related activities incidental to my participation and that I am willing to fully assume all such risks on behalf of myself.

Inherent risk means those situations, dangers and conditions, known or unknown, which are characteristic of, intrinsic to, or form an integral part of such activities; and that the term "inherent risk" further includes without limitation; (i) the failure by Arcadian Trails to warn me of an inherent risk and (ii) the risk that someone may act in a negligent manner and contribute to the injury or otherwise. Inherent risks further include without limitation hazards associated with weather and landscape conditions, travel, sports activities, equipment and otherwise.

Further, I agree that in consideration for my participation in the Arcadian Trails activities, I hereby waive, release and discharge and agree not to sue Arcadian Trails, its departments employees, officials, coaches, volunteers associates and agents (the "**Released Parties**"), for any and all causes of actions, claims or damages arising out of or resulting from or in relation to my participation in these activities, including but not limited to, damages injuries, or otherwise arising out of the negligence of the Released Parties or otherwise.

I agree that for me to participate in the activity, I assume full responsibility for any loss of property, accident, bodily injury or otherwise as a result of my participation in these activities.

I hereby give permission for me to receive necessary medical treatment.

I further agree that I shall hold harmless and fully indemnify and defend the Released Parties from any and all causes of action, claims, damages, costs including without limitation attorney's fees and costs, which may arise from



any cause of action made by me or through or on behalf of myself, even if the damages, injuries or otherwise are caused in whole or in part by the negligence of the Released Parties.

I acknowledge (i) that I have read each and every one of the provisions of this waiver release of liability and indemnification agreement, (ii) that I understand each of the provisions in this agreement, and (iii) that I agree to abide by them.

Place .....

Date: .....

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The Participant (full name)