



**US ENDURANCE WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
Eastern States Cup LLC and
Town of Cumberland and the Cumberland Parks & Recreation Department**

Event Name: Eastern States Cup LLC Series Race

Event Dates: April 23, 2022 to April 24, 2022

In consideration of this entry being accepted, I hereby for myself, heirs, executors, administrators, waive and release any and all right and claim for damages I may have against the **Town of Cumberland and the Cumberland Parks & Recreation Department** their agents, representatives, successors, employees and assigns for any and all injuries suffered by me at said event or while traveling to or returning there from, save those proximately caused by the willful tortuous acts of the town, its agents, servants, and its employees. I agree to permit the full use of my name and picture in any broadcast, telecast and other accounts of this event.

IN CONSIDERATION of USE LLC allowing me to participate in the USE event described above (**the "Event"**) I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. I understand and acknowledge the physical and mental rigors associated with this adventure racing Event, and realize that many elements of this Event are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). 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 participating in the Event, or the negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to rules and regulations related to Competition and Safety. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USE LLC, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("**Liability**") which may arise 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 Released Parties. I further agree that if, despite this Agreement, 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 Liabilities which any may be incurred as the result of such claim.
5. I hereby pre-authorize the Event Organizers and their representatives to arrange for emergency medical treatment and/or transport via ambulance or air on my behalf if medical attention is warranted during my participation in the Event. I understand and agree that I will be responsible for the costs associated with any such emergency medical care and/or transport arranged on my behalf, and hereby release the Event Organizers from any Liability relating to the cost and provision of any rescue operations, first aid treatment, medical care, hospital expenses or the medical decisions made at the Event site or elsewhere on my behalf.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, 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), and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

PRINTED NAME OF PARTICIPANT: _____ AGE: _____ DATE OF BIRTH: _____ / _____ / _____

PARTICIPANT'S SIGNATURE (only if participant is age 18 or older): _____

DATE: _____

As the Parent and/or Legal Guardian to the minor identified above, I understand the Risks associated with the minor's participation in the Event(s) and hereby accept and agree to all of the terms and conditions of this Agreement. If, despite this Agreement, 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.

PARENT/GUARDIAN SIGNATURE (required if participant is under the age of 18): _____

DATE: _____