

## NUVALI Waiver and Release

I, \_\_\_\_\_ of legal age, \_\_\_\_\_ citizen, married/single  
(Name) (citizenship)  
and with principal address at \_\_\_\_\_, do hereby represent and  
(Address)  
state that:

**1. Voluntary Use and/or Participation and Assumption of Risks.**

- a) I, as a participant of THE BULL RUNNER DREAM MARATHON 2012, whose name is listed below,, freely and voluntarily avail of the NUVALI Outdoor Adventure and Recreational Facilities (the "*Facilities*"), and engage in one or more outdoor adventure sports and recreational activities including, but not limited to, cycling, mountain biking, hiking, running, participating in air soft or paintball games, roller blading, skateboarding, duathlon, boating, fishing, kite flying, jogging, using zip line facilities (collectively referred to as the "*Sports*").
- b) I am fit and able to perform the essential functions required to use the Facilities and participate in the Sports.
- c) I shall abide by the Facilities' safety rules, regulations, advice and instructions.
- d) I understand, acknowledge and accept that using the Facilities and participating in the Sports, which involve high-speed action and adventure, have inherent risks and dangers that may put me and my minor child/ward at risk of injury or illness notwithstanding the safety precautions, services and measures implemented in the Facilities.
- e) I ASSUME THE RISK FOR ANY LOSS, DAMAGE, ILLNESS, INJURY, INCLUDING DEATH, ARISING FROM MY AND MY MINOR CHILD'S/WARD'S USE OF THE FACILITIES AND PARTICIPATION IN THE SPORTS.
- f) I, hereby hold free and harmless the Facilities, its owners, officers, employees, agents and representatives from all and any loss, damage, illness, injury and death, and release and waive in their favor any and all claim, liability or action that may arise or result from our use of the Facilities and/or participation in the Sports.

2. **Consent to medical treatment.** I hereby consent to the administration by the Facilities personnel of first aid and other emergency medical treatment for any injury or illness that may occur during my use of the Facilities or participation in the Sports or running event.

3. I have read and understood the contents of this Waiver and Release as well as the Facilities and Sports Rules and Guidelines. I further agree that this Waiver and Release shall be binding upon me and my child/ward's heirs, next of kin, executors, administrators and successors.

Name and Signature: \_\_\_\_\_

Date: \_\_\_\_\_