



WAIVER OF LIABILITY, ASSUMPTION OF RISK INDEMNITY AND USE OF LIKENESS AGREEMENT

Waiver and Release: In consideration of being permitted to participate in the Group Ride at Blue Sky Endurance (the “Program”), I, for and behalf of myself, my heirs, personal representatives, assigns and all persons claiming by or through me, do hereby, to the fullest extent permitted by applicable law, release, waive, covenant not to sue and discharge Blue Sky Endurance, Inc. and its affiliates, successors, licensees, and assigns (collectively, the “Company”) and their respective officers, directors, employees, agents, volunteers, sponsors, and insurers (“Releasees”) from any and all existing and future claims and/or causes of action including, without limitation, those arising at any time, in whole or in part, from the action or inaction of the Releasees, resulting in injury, illnesses or death, and/or property loss arising from, or relating to , the Program whether such claims or causes of action are known or unknown, contingent or matured, legal or equitable, or joint, several or individual.

Assumption of Risks: I understand that participation in running, swimming, bicycling and conditioning programs or events carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I know that such activities are a potentially hazardous activity and certify that I am in good health and physically fit to enter into a training program. I acknowledge that I am aware of the many risks involved in athletic training including serious injuries, heat related injuries such as dehydration, heat stroke and heat exhaustion, and catastrophic injuries, such as heart attacks, accidents and other conditions or injuries which could be fatal. I have read the foregoing and I understand these and other risks are inherent in training for, and participating in, road, trail and track running, pool and open water swimming, road and trail bicycling and any conditioning and cross training activities associated with such training. I hereby acknowledge that my participation is fully voluntary, I have not been pressured to participate, and I knowingly assume all such risks.

Indemnification and Hold Harmless: I also hereby agree, to the fullest extent permitted by applicable law, to indemnify, defend and hold harmless the Releasees from any and all existing and future claims, actions, suits, procedures, costs, expenses, damages and liabilities (including, without limitation, reasonable attorney’s fees) brought, asserted, incurred or arising from or as a result of my participation in this training program.

Use of Likeness: I further hereby irrevocably grant to Company the world-wide, non-exclusive, royalty-free right to copy, reproduce, modify, distribute, transmit, broadcast, display, exhibit, project, and to otherwise license and exploit my full and formal name, nickname or alias (collectively the “Names”) or any shortening, abbreviations, or alternative renderings of the Names, my image and likeness, and any and all attributes of my personality recorded during my participation in the Program (the “Recording”), to edit and otherwise modify such Recording at its discretion, to incorporate the same into any commercial or non-commercial materials (the “Works”), including but not limited to online videos, websites, commercials and advertisements, and to use or authorize the use of such Recording or any portion thereof in any manner or media or by any means, methods, or technologies now known or hereafter to be known (the “Media”) at any time or times throughout the world in perpetuity. I further irrevocably grant Company the right to use my Names, likeness, voice and biographical and other information, as well as any other material provided by me, in Company’s sole discretion, to publicize, display, perform, exhibit, distribute, transmit, broadcast, promote and advertise the Works and any materials derivative of, supplemental to or related to the Works, in all Media

Severability: In the event that any court of competent jurisdiction shall declare any provision herein to be invalid, prohibited, or unenforceable, the remaining provisions of this Agreement shall remain divisible and enforceable. Any such invalid, unenforceable or prohibited provision or provisions shall be modified by a court of law to the fullest extent allowed by the law of such jurisdiction so as to allow such a provision or provisions to be written in such a manner and to such an extent as to be enforceable in such jurisdiction under the circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Waiver of Liability, Assumption of Risk, Indemnity and Use of Likeness Agreement effective as of the date set forth below:

Signature

Date

Printed Name

Emergency Contact

E-mail