



MUD ON THE MOUNTAIN RELEASE AND WAIVER AGREEMENT

Name: _____ Date of Birth: ____/____/____

Address: _____ Phone: _____

City _____ State _____ Zip _____ Email: _____

In consideration for payment of my entry fee, and for the promises I have made by signing this agreement, Seven Springs Mountain Resort, Inc., its owners, officers and employees, agents, representatives, parents, and affiliates (hereinafter, "Seven Springs") has agreed to permit me to participate in the "Mud on the Mountain" race. In consideration for Seven Springs' permission, I agree:

(1) that I understand that the "Mud on the Mountain Race" is an extreme test of my physical and mental limits. Risks I may encounter include, but are not limited to, collisions with natural objects such as trees, rocks, stumps, and other forms of forest growth and debris; collisions with manmade obstacles such as fences, posts, towers, vehicles, machinery and equipment; collisions with other persons such as fellow participants, spectators, volunteers, and officials; falls; exposure to sun, cold, wind, lightning, and other hazardous weather conditions; hazardous terrain such as drops, cliffs, holes, ditches; slippery surfaces and difficult footing; heat exhaustion; heat stroke; hyperthermia; hypothermia; exhaustion, edema, abnormal heart rhythm; abnormal blood pressure; heart attack; heart failure; seizure; and stroke. The risks listed in this paragraph are only examples, and there are other risks not listed. All such risks, whether listed or not, may result in serious bodily injury and/or death.

(2) to accept all risks of participating in the Mud on the Mountain race, whether specifically listed in paragraph (1) or not.

(3) to follow all rules, instructions, and directions provided by Seven Springs. If I do not, permission to participate may be revoked, with no refund of the amount paid by me.

(4) that Seven Springs is not responsible for loss, theft, or damage of my property while I am participating.

(5) to waive my right to bring any claims against Seven Springs that arise out of or relate to my participation, and to release Seven Springs from liability for any such claims. This waiver and release includes claims based upon negligence by Seven Springs. I further agree that I will indemnify, hold harmless, and reimburse Seven Springs for all losses (including attorney's fees and costs) for any claims brought by any persons or entities arising out of or relating to my participation.

(6) that all disputes arising out of this Release or my participation shall be litigated exclusively in the Court of Common Pleas of Somerset County, Pennsylvania.

(7) that I certify I am 18 years of age or older.

(8) that I grant Seven Springs permission to use my photograph and/or video images of me for the purpose of marketing, publicizing and promoting the resort. I waive any right to be compensated for the use of my image and release Seven Springs from liability for any claims, where such claims arise out of or relate to Seven Springs' use of my image.

I understand this Agreement and enter into it voluntarily.

Name: _____
(Signature)

Date: _____