

## NUVALI & TBR WAIVER FOR DREAM CHASERS, PACERS & VOLUNTEERS

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

<b>NUVALI Waiver and Release</b>	<b>THE BULL RUNNER Waiver and Release</b>
<ol style="list-style-type: none"> <li>1. Voluntary Use and/or Participation and Assumption of Risks.                             <ol style="list-style-type: none"> <li>a) I, as a participant/volunteer of THE BULL RUNNER DREAM MARATHON, whose name is listed below, freely and voluntarily avail of the NUVALI Outdoor Adventure and Recreational Facilities (the “<i>Facilities</i>”), 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 “<i>Sports</i>”).</li> <li>b) I am fit and able to perform the essential functions required to use the Facilities and participate in the Sports.</li> <li>c) I shall abide by the Facilities’ safety rules, regulations, advice and instructions.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol> </li> <li>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.</li> <li>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.</li> </ol>	<ol style="list-style-type: none"> <li>1. I acknowledge that as “Dream Chaser” or “Personal Pacer” my participation is important to for the success of the event. I realize that this event is an exciting opportunity to share in the fun and excitement of race day.</li> <li>2. I undertake to be present during the announced call time, volunteer orientation and the whole duration of the event. I also commit to assist the organizers in the conduct of the race in a safe manner and hold the safety of all participants, volunteers and audience in high regard.</li> <li>3. I shall uphold the rules of the race, as well as the rules and instructions for the safety of all participants, volunteers and audience.</li> <li>4. In this regard, I, for myself as well as for my heirs, executors, administrators, trustees, and assigns, hereby waive and release any and all rights and claims for any fatality injuries and/or damages, including, but not limited to, demands or actions for negligence, tort claims, and any other actions or demands of whatsoever nature I have or may have in connection with my participation as a volunteer in the TBR Dream Marathon against the organizers and sponsors of the TBR Dream Marathon and otherwise agree to hold these entities harmless.</li> <li>5. I acknowledge that I am aware of the inherent risks, physical or otherwise involved in volunteering for the event and I voluntarily assume these risks.</li> <li>6. I further attest and certify that I am physically capable of performing the tasks required for the volunteer job(s) I have selected.</li> <li>7. In addition, I hereby permit the use of my name and pictures in broadcast, telecast, newspapers, brochures, etc. without need of any form of compensation.</li> <li>8. I do hereby fully release and forever discharge the organizers from any and all claims for injuries, damages, or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with my volunteer services.</li> </ol>

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