

2024 DARK DIVIDE TRAIL RACES - RACE WAIVER & RELEASE

I know and fully understand that a running race on trails, roads, or any other terrain, is a potentially hazardous activity. I should not enter and run unless I am in excellent health, medically able, sufficiently prepared, properly trained, and both physically and mentally capable of participating in an event that will, by definition, present extreme tests of my physical and my mental limits. I agree to abide by any decision of a race official as it relates to my ability to safely complete the run or to otherwise subject myself or others to harm. In consideration of being allowed to participate in any way in any training or racing event, I, the undersigned, acknowledge, appreciate, and agree that: The risk of injury from the activities involved in this event is significant, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury or death does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation. I willingly agree to comply with the stated and customary terms and conditions for participation. I 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");

I know and fully understand that event officials are fully authorized to administer any emergency medical treatment, transport, and/or evacuation that any race staff or emergency responders deem necessary;

I assume all risks associated with running in this event including but not limited to death or injury due to falls, falling objects, contact with other participants, the effects of the weather, including high heat and/or humidity and cold temperatures, wildlife, natural disasters and Acts of God, the conditions of the road and trails and traffic on the course, all such risks being known and appreciated by me;

I know and fully understand that this running race could be cancelled due to unforeseen circumstances. Wonderland Running LLC and The Dark Divide Trail Races reserve the right to cancel any or all trail running race events based on: (1) Extreme snowpack. (2) Extreme weather during the event or immediately prior to the event. (3) Extreme fire danger. (4) COVID restrictions, regulations, and other impacts (5) Other extreme or otherwise unsafe conditions. (6) For any other reason that the race director sees fit. In the event that the race is cancelled, I understand that I will not receive a refund;

If the 2024 Dark Divide Trail Races are cancelled for any reason (e.g. fire or fire hazard, severe weather, pandemic, civil unrest, Acts of God, etc.), there will be no refund whatsoever.

I know, fully understand that and agree to the 2024 Dark Divide Trail Races refund/transfer policy as stated herein:

I know and fully understand that there are absolutely no refunds or bib/registration transfers to other runners. There are absolutely no exceptions. If you must cancel your registration, and you do so more than 30 days prior to the race, you can elect to get a 100% credit toward the following year's Dark Divide Trail Races (2025). Please note: all cancellations must be done through your Ultrasignup account in order to receive the 100% race credit toward the 2025 Dark Divide Trail Races. Any cancellations that happen 30 days or less from the date of the race for which you are registered will receive no credit, no refund, and no transfer opportunity. There are no exceptions to this;

Having read this waiver and knowing these facts, and in consideration of your acceptance of my entry, I, for myself and anyone entitled to act on my behalf, waive and release Sean Harrasser, Tam Tran, Nina

Barnhart, Mike Murawski, Dark Divide Trail Races, Wonderland Running LLC, FirstTime LLC, Gifford Pinchot National Forest, Cispus Learning Center, Association of Washington School Principals, Lewis County, WA, Skamania County, WA, The United States of America, United States Department of Agriculture, United States Forest Service, United States Department of the Interior, United States Bureau of Land Management, all staff, volunteers, sponsors, contractors, subcontractors, race directors, land owners, beneficiaries, permitting staff, and their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. Event Directors and Promoters, Sponsors, Advertisers, Coaches and Officials; Venue 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 in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions 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;

I know and fully understand that local, state, or federal requirements regarding COVID-19 may change between the time I register for the 2024 Dark Divide Trail Races and the dates the 2024 Dark Divide Trail Races take place. If required to do so, the 2024 Dark Divide Trail Races will require one of the following:

- 1) Proof of full vaccination against COVID-19.
- 2) Wear a mask and practice social distancing at the start, finish, and aid stations,

I know and fully understand that in the event that local, state, or federal COVID-19 restrictions or requirements are in place, any runner that does meet the above COVID-19 requirements will not be allowed to check in or run the Dark Divide Trail Races in 2024.

I HAVE CAREFULLY READ THE ABOVE SECTION TITLED 'COVID PROTOCOLS AND FULLY UNDERSTAND ITS CONTENTS;

RACE COURSE:

THESE ARE NOT BEGINNER LEVEL ULTRAMARATHONS

I know and fully understand that the true ground distance of the Dark Divide Trail Races may be more or less than the distances named in the race title;

I know and fully understand that I will encounter technical trails, long, steep climbs, and very remote places;

I know and fully understand that during the Dark Divide 100 Mile Trail Race, I will travel up to 13 miles between aid stations;

I know and fully understand that during the Dark Divide 50 Kilometer and 15 Mile Fun Run Trail Races, I will travel up to 10 miles between aid stations;

I know and fully understand that in keeping with the wilderness-like setting of the event, there will be minimal course markings;

I know and fully understand that if I need to end my participation in the race or otherwise fail to finish the Dark Divide Trail Races course for any reason, then I am fully responsible for getting myself back to Cispus Learning Center;

I know and fully understand that my participation in the Dark Divide Trail Races will require a high level of stamina, physical and emotional fortitude, and extensive training;

I know and fully understand that my participation in the Dark Divide Trail Races will require me to be comfortable with long stretches of wilderness travel and navigational skills, including at night and by myself;

I HAVE CAREFULLY READ THE ABOVE SECTION TITLED 'RACE COURSE' AND FULLY UNDERSTAND ITS CONTENTS;

RACE QUALIFICATIONS:

I know and fully understand that starting in 2024, the Dark Divide 100 Miler will have a formal qualification standard. PLEASE READ THIS ENTIRE SECTION BEFORE REGISTERING! I cannot reiterate enough that this is NOT AT ALL ANYTHING CLOSE TO A BEGINNER LEVEL ULTRAMARATHON. Starting in 2024, the Dark Divide 100 Miler will have a formal qualification standard. I know and fully understand that in order to line up at the start of the Dark Divide 100 Miler, I MUST provide verifiable evidence that meets one of the following qualification standards:

- 1) Published, verifiable race results (e.g. Ultrasignup, race website) that show the following:
 - Successful completion of a 100 mile or longer race that is primarily trail with at least 18,000 feet of vertical gain. I must have been completed this qualification standard within the last 5 years of the start date of the 2024 Dark Divide 100 Miler.
 - Successful completion of at least two 50 mile or longer races that are primarily trail with at least 8,000 feet of vertical gain. I must have been completed this qualification standard within the last 2 years of the start date of the 2024 Dark Divide 100 Miler.
- 2) I know and fully understand that if I have not completed any races meeting the above qualifications, then I must submit a GPX file and letter to Wonderland Running that verify a wilderness activity or activities that sufficiently demonstrate my ability to complete this race. This is a discretionary process that is solely at the decision of Wonderland Running.

Once again, Wonderland Running cannot reiterate enough that this is NOT AT ALL ANYTHING CLOSE TO A BEGINNER LEVEL ULTRAMARATHON.

I KNOW THAT WONDERLAND RUNNING RESERVES THE RIGHT TO NOT ALLOW ME TO RUN IF IN ITS OPINION THAT MY PARTICIATION IN THIS RACE IS UNSAFE FOR MYSELF, RACE STAFF AND VOLUNTEERS, OR ANY OTHER REASON REASONABLY RELATED TO MY ABILITY TO SAFELY PARTICIPATE IN THIS EVENT. Wonderland Running cannot reiterate enough that the 2024 Dark Divide Trail Races are NOT AT ALL A BEGINNER LEVEL RACES.

I HAVE CAREFULLY READ THE ABOVE SECTION TITLED 'RACE QUALIFICATIONS' AND FULLY UNDERSTAND ITS CONTENTS;

VOLUNTEER REQUIREMENTS:

I know and fully understand that there will be a volunteer service requirement to participate in the Dark Divide 100 Miler. Recreation in our wild spaces and natural areas can and does have significant and sometimes damaging impacts on the places we explore and love. These impacts have become greatly magnified by the growth of our sport, the growth of outdoor recreation in general, and the ever present and often careless influence of social media. The following forms of volunteer activities will be recognized by Wonderland Running:

- Habitat restoration (e.g. native plantings, invasive species removal, watershed enhancement projects, natural area clean-up).
- Trail building, repair, or restoration.
- Volunteer activities that enable inclusivity and access to outdoor activities and opportunities for underrepresented groups and/or children;

YOUR EIGHT (8) SERVICE HOURS MUST BE COMPLETED AND DOCUMENTATION SUBMITTED BY CHECK-IN FOR THE 2024 RACE.

I HAVE CAREFULLY READ THE ABOVE SECTION TITLED 'VOLUNTEER REQUIREMENTS' AND FULLY UNDERSTAND ITS CONTENTS;

PACERS:

I know and fully understand that pacers are allowed at Wright Meadow Aid Station (Mile 51.6). This is the earliest location in the race where a pacer may be picked up. Pacers may be swapped out at Summit Prairie Aid Station (Mile 71.4) and Juniper Ridge Aid Station (Mile 93.7). You are limited to one pacer at a time. Also remember, it is up to two hours or longer on remote and sometimes rough forest service roads from Cispus Learning Center to the South Loop Aid Stations. Please take this into account when planning your pacing and race support logistics.

Here are the Dark Divide 100 Miler pacer rules:

- Pacers MUST check in with their runner during race check-in. Pacers will sign a waiver and be assigned a PACER bib.
- Pacers must remain with their runners at all times.
- Pacers may not mule or otherwise take/give supplies except at aid stations.
- Pacers must abide by all course rules and permitting agency requirements. Runners may be disqualified from the Dark Divide 100 Miler if their pacers do not abide by all course rules and permitting agency requirements.

I HAVE CAREFULLY READ THE ABOVE SECTION TITLED 'PACERS' AND FULLY UNDERSTAND ITS CONTENTS;
DARK DIVIDE 100 MILER AID STATION CUTOFFS:

I KNOW AND FULLY UNDERSTAND THAT THERE IS A SHARP CUTOFF AT WRIGHT MEADOW AID STATION. I must be leaving the Wright Meadow Aid Station (Mile 51.6) by 6:00 AM, Saturday, August 3, 2024. I have 25 hours from the race start to do this. If I have not left the Wright Meadow Aid Station by 6:00 AM sharp, I will be pulled from the race. THERE ARE NO EXCEPTIONS TO THIS;

I KNOW AND FULLY UNDERSTAND THAT THERE IS A SHARP CUTOFF AT THE MILE 71.4 SUMMIT PRAIRIE AID STATION. I must be leaving the Summit Prairie Aid Station (Mile 71.4) by 6:00 PM, Saturday, August 3, 2024. I have 36 hours from the race start to do this. If I have not left the Summit Prairie Aid Station by 6:00 PM sharp, I will be pulled from the race. THERE ARE NO EXCEPTIONS TO THIS;

I KNOW AND FULLY UNDERSTAND THAT THERE IS A SHARP CUTOFF AT THE MILE 90.4 JUNIPER RIDGE AID STATION. I must be leaving the Juniper Ridge Aid Station by 2:00 AM, Sunday, August 4, 2024. I have 45 hours from the race start to do this. If I have not left the Juniper Ridge Aid Station by 2:00 AM sharp, you will be pulled from the race. THERE ARE NO EXCEPTIONS TO THIS;

I KNOW AND FULLY UNDERSTAND THAT I HAVE 48 HOURS TO COMPLETE THE DARK DIVIDE 100 MILE TRAIL RACE. I must be back to the start/finish area and across the finish line at Cispus Learning Center by 5:00 AM, Sunday, August 4, 2024. I have 48 hours from the race start to do this.

DARK DIVIDE 50 KILOMETER AID STATION CUTOFFS:

I KNOW AND FULLY UNDERSTAND THAT THERE IS A SHARP CUTOFF AT THE MILE 17.1 SUNRISE AID STATION. I must be leaving the Sunrise Aid Station (Mile 17.1) by 1:30 PM, Sunday, August 4, 2024. I have 6½ hours from the race start to do this. If I have not left the Sunrise Aid Station by 1:30 PM sharp, I will be pulled from the race. THERE ARE NO EXCEPTIONS TO THIS;

I KNOW AND FULLY UNDERSTAND THAT I HAVE 10 HOURS TO COMPLETE THE DARK DIVIDE 50 KILOMETER TRAIL RACE. I must be back to the start/finish area and across the finish line at Cispus Learning Center by 6:00 PM, Sunday, August 4, 2024. I have 11 hours from the race start to do this.

DARK DIVIDE 15 MILE FUN RUN AID STATION CUTOFFS:

I KNOW AND FULLY UNDERSTAND THAT THERE IS A SHARP CUTOFF AT THE MILE 8.2 BURLEY MOUNTAIN AID STATION. I must be leaving the Burley Mountain Aid Station (Mile 8.2) by 2:00 PM, Sunday, August 4, 2024. I have 5 hours from the race start to do this. If I have not left the Burley Mountain Aid Station by 2:00 PM sharp, you will be pulled from the race. THERE ARE NO EXCEPTIONS TO THIS;

I KNOW AND FULLY UNDERSTAND THAT I HAVE 8 HOURS TO COMPLETE THE DARK DIVIDE 15 MILE FUN RUN. I must be back to the start/finish area and across the finish line at Cispus Learning Center by 6:00 PM, Sunday, August 4, 2024. I have 9 hours from the race start to do this.

I HAVE CAREFULLY READ THE ABOVE SECTION TITLED 'AID STATION CUTOFFS' AND FULLY UNDERSTAND ITS CONTENTS;

2024 DARK DIVIDE TRAIL RACES RULES:

I know and fully understand that any of the following actions may lead to my disqualification from the Dark Divide Trail Races and/or banishment from future Wonderland Running races:

- Intentionally littering;
- Cutting of the race course, getting in a moving vehicle, stashing along the course other than official drop bags, or any other cheating;
- Refusing directives or final decisions of race officials, course medics, or public officials, including decisions to pull a runner from the race;

- Willful violations of the rules and requirements set forth in this race waiver and agreement, and any other rules or requirements set forth by Wonderland Running LLC, Gifford Pinchot National Forest, Cispus Learning Center rules, and any other enforceable rules and laws governing the lands and resources upon which the race takes place:

- Damaging or harming natural resources, including wildlife and plants, cultural resources, or the private property of others;
- Racist, sexist, homophobic, transphobic, threatening, violent, or otherwise egregiously offensive behavior;

I know and fully understand that any mechanized transport, including but not limited to bicycles, dirt bikes, skateboards, baby joggers or strollers, roller skates or blades, are not allowed in the event. Headphones, speakers, and animals of any kind are not allowed in the event, and I will abide by these guidelines;

I know and fully understand that the event is not on a closed course. I understand that there will be other users, including hikers, equestrians, dirt bikers, mountain bikers, other runners, and other users. I understand that the sections of the course taking place on Forest Service Roads is within Gifford Pinchot National Forest right of way, and that motorized or non-motorized vehicles may be present on these sections of road. I will yield the right of way to other public users, as well as to faster runners;

I know and fully understand that the start/finish, race parking, and race camping take place at facilities managed and operated by Cispus Learning Center and the Association of Washington School Principals. I understand and agree to stay in those areas explicitly designated for use by runners and volunteers of the Dark Divide Trail Races. I understand and agree to not disturb or otherwise disrupt other users and guests of the Cispus Learning Center. I understand that this is an educational facility that may have children present during the duration of the event, and I agree to conduct myself in a way that is safe and appropriate for an educational facility with children present. I understand and agree that failure to follow these requirements, the rules of Cispus Learning Center, and Wonderland Running LLC, or Gifford Pinchot National Forest will result in me being asked to leave the premises and forfeit my race. I understand, acknowledge, and hereby agree to all rules and requirements of Cispus Learning Center and the Association of Washington School Principals while using any portion of their property;

I attest and verify that I have full knowledge of the risks involved in this race, that I assume those risks, that I will assume and pay my own medical and emergency expenses in the event of an accident, illness or other incapacity, and that I am physically fit and sufficiently trained to participate;

I grant permission to Event Organizers to use photographs, videos, and other records of me in this event for any legitimate reason. I understand and agree to the waiver and release;

I have read fully, understand fully, and agree to the entirety of this waiver, as well as all rules and requirements of Wonderland Running LLC, Cispus Learning Center, and Gifford Pinchot National Forest;

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and

all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releases, to the fullest extent permitted by law.