

## 2024 COYOTE WALL TRAIL RACES - RACE WAIVER

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 this running race could be cancelled due to unforeseen circumstances. Wonderland Running LLC and The Coyote Wall Trail Races reserve the right to cancel either or both trail running race events based on: (1) Extreme fire danger. (2) Extreme weather during the event or immediately prior to the event. (3) Restrictions or other impacts of the COVID pandemic. (4) Extreme snowpack. (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 know and fully understand that I will not receive a refund;

I know and fully understand and agree to the Coyote Wall Trail Races refund/transfer policy as stated herein: 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 next year's Coyote Wall Trail Races (2024). Please note: all cancellations must be done through your Ultrasignup account in order to receive the 100% race credit toward the 2024 Coyote Wall 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.

If the 2024 Coyote Wall Trail Races are cancelled for any reason (including but not limited to fire or fire hazard, severe weather, public emergency closures, landslides, floods, pandemic, Acts of God, etc.), there will be no refund whatsoever. We will attempt to reschedule the Coyote Wall Trail Races to another proximate 2024 date. In the event the Coyote Wall Trail Races are cancelled and cannot be rescheduled in 2024, we will offer registered runners a 50% credit toward the 2025 Coyote Wall Trail Races. All other monies over incurred costs will be donated to our event beneficiaries. 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 local, state, or federal requirements regarding COVID-19 may change between the time I register for the 2024 Coyote Wall Trail Races and the dates the 2024 Coyote Wall Trail Races take place. If required to do so, the 2024 Coyote Wall 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 Coyote Wall Trail Races in 2024.

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, Coyote Wall Trail Races, Wonderland Running LLC, First Time LLC, Columbia River Gorge National Scenic Area, Gifford Pinchot National Forest, Kreps Ranch LLC, Klickitat County, WA, Washington State Department of Transportation, 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, Silver Star Search & Rescue, all staff, contractors, sponsors, volunteers, race directors, land owners, 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;

A parent must sign if entrant is under 18 years of age. This is to certify that my child has permission to compete in this event, is in good physical condition, and 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 know and fully understand that any mechanized transport, including but not limited to bicycles, 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 know and fully understand that there will be other users, including hikers, equestrians, mountain bikers, other runners, and other trail users. I know and fully understand that the section of the course taking place on Courtney Road is a

Klickitat County right of way, and that motorized or non-motorized vehicles may be present on this section of road. I will yield the right of way to other public users, as well as to faster runners;

I know and fully understand and acknowledge that a portion of the Coyote Wall 55k event is on private property, and that use of this property is a privilege. I further understand and acknowledge that the private property utilized by the Coyote Wall 55k event is a working ranch. There may be cattle, logging operations, or other potential hazards present. There may also be necessary closures due to safety or other considerations. I know and fully understand, acknowledge, and hereby agree to all rules and requirements of Kreps Ranch LLC 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 know and fully understand and agree to the waiver and release;

**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.