

Calico Racing



...the Cat's meow in sport

Make check payable and mail to:

Calico Racing, LLC; c/o Joyce Forier
2932 Richmar Avenue
Henderson, Nevada 89074

Devil After Dark Marathon, 1/2, 10K, & 5K
Lovell Canyon~ Las Vegas, NV ~ Saturday September 16, 2023

www.calicoracing.com

Full Name: _____ Gender _____ Age on race day _____ DOB: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: (____) _____

Race: _____ Marathon (\$100 thru 3/31; \$110 thru 8/20; \$115 thru noon 9/14; \$125 after)
_____ 1/2 Marathon (\$80 thru 3/31; \$90 thru 8/20; \$95 thru noon 9/14; \$105 after)
_____ 10K (\$40 thru 3/31; \$45 thru 8/20; \$50 thru noon 9/14; \$55 after)
_____ 5K (\$40 thru 3/31; \$45 thru 8/20; \$50 thru noon 9/14; \$55 after)

Gender Specific Shirt Size Preference (circle):

Ladies- S Ladies- M Ladies- L Ladies-XL
Men's- S Men's- M Men's- L Men's- XL

VISITOR'S ACKNOWLEDGMENT OF RISK

The undersigned recognizes the element of risk in any adventure, sport, or activity associated with the outdoors. The undersigned is fully aware of the risks inherent in running or walking conducted on National Forest System (NFS) lands, including but not limited to tripping, falling, physical exertion, environmental exposure, being in the presence of other individuals or animals, and possible exposure to viral transmission including COVID-19. The undersigned understands that the possible consequences of participating in this activity include, but are not limited to sprained ankle, broken bones, heat exhaustion, heat stroke, frostbite, other medical conditions, viral transmission including COVID 19, and possibly even death. The undersigned has the necessary skills and ability to participate in running or walking races conducted by Calico Racing, LLC on NFS lands and assumes full responsibility for bodily injury, death, and loss of personal property as a result of the undersigned's negligence in participating in running or walking races conducted by Calico Racing, LLC on NFS lands, except to the extent that the bodily injury, death, or loss of personal property may be due to the negligence of Calico Racing, LLC. The undersigned also agrees to abide by the rules or instructions given to the undersigned either verbally or in writing by Calico Racing, LLC. The undersigned further understands that Calico Racing, LLC reserves the right to refuse to allow any person to participate in this activity who is judged to be incapable of meeting the rigors and requirements of participation. The undersigned has read, understood, and accepted the terms and conditions in this agreement. The undersigned's participation in running or walking races conducted by Calico Racing, LLC on NFS lands is purely voluntary, and the undersigned elects to participate in spite of the risks.

If the undersigned files a lawsuit against Calico Racing, LLC in connection with running or walking races conducted by Calico Racing, LLC on NFS lands, the undersigned agrees to file solely in the State/Commonwealth of Nevada and agrees that the substantive law of that state shall apply in that lawsuit without regard to the conflict of laws rules of that state. The undersigned agrees that if a portion of this agreement is found to be unenforceable, the remaining portions shall remain in effect.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

By signing below, you agree that you have read and understood this waiver of liability and hold harmless agreement.

In consideration for allowing my participation in the Devil After Dark Marathon, 1/2, 10K, & 5K and other valuable consideration, I, the below signed, for myself, my heirs, assigns, executors, next of kin, successors and administrators, intending to be legally bound thereby, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Joyce Forier, Calico Racing, LLC; The City of Las Vegas; The City of Henderson; Boulder City; Blue Diamond; The National Park Service; U.S. Department of Agriculture; United States Forest Service; The Bureau of Reclamation; The Bureau of Land Management; Lincoln County; Clark County; The Little A'le'Inn; USATF; Red Rock Conservation Area; Nevada Highway Patrol; Nevada Department of Transportation; The United States of America; and The United States Government, its officers, employees, volunteers, and agents, and any and all persons or entities associated with the Devil After Dark Marathon, 1/2, 10K, & 5K including but not limited to the race promoters, race officials, sponsors, volunteers, involved government entities and all the representatives, successors and assigns of the aforementioned parties from any and all liability, claims, demands, suits, actions and/or causes of action whatsoever for any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Devil After Dark Marathon, 1/2, 10K, & 5K or arising out of or resulting from my participation in the Devil After Dark Marathon, 1/2, 10K, & 5K or incurred while in, on or upon the premises/property where the activity is being conducted or in transportation to and from said premises/property, irrespective of WHETHER THE LOSS, DAMAGE, OR INJURY, INCLUDING DEATH WAS

CAUSED BY THE NEGLIGENCE OF THE AFOREMENTIONED RELEASED PARTIES, or otherwise. I further agree to INDEMNIFY AND HOLD HARMLESS the aforementioned released parties from any loss, liability, damage, costs, including court costs and attorney's fees, that may be incurred due to my participation in the Devil After Dark Marathon, 1/2, 10K, & 5K, WHETHER CAUSED BY THE NEGLIGENCE OF THE AFOREMENTIONED RELEASED PARTIES, or otherwise. It is my express intent that this accident waiver, release of liability and hold harmless agreement shall bind members of my family and spouse (if any), if I am alive. If I am not alive, it is my intent that this waiver of liability and hold harmless bind my heirs, assigns, next of kin, executors and personal representatives, and shall extinguish any rights, claims, suits, actions and causes of action whatsoever they may have including but not limited to wrongful death, physical or emotional pain and suffering, loss of companionship or any other claims of any kind.

I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in the Devil After Dark Marathon, 1/2, 10K, & 5K, WHETHER CAUSED BY THE NEGLIGENCE OF THE AFOREMENTIONED RELEASED PARTIES, or otherwise.

This accident waiver, release of liability and hold harmless agreement shall be construed broadly to provide a release and waiver to the fullest extent permitted by the law. Further, any disputes arising under this contract will be governed by the laws of the State of Nevada and heard before an arbitrator selected by Joyce Forier.

I attest that I am physically fit and have trained sufficiently and educated myself appropriately for this event. I understand that participating in this event and under these conditions is dangerous and I enter this event accepting the risks. I freely and voluntarily agree to be solely responsible for all risks, known and unknown, associated with this event and I assume and accept sole responsibility for all expenses incurred on my behalf in case of accident, illness, or other incapacity, regardless of whether I have authorized such expenses. I agree to obey and abide by all rules and restrictions established for the safe and successful running of this event and that I may be disqualified and removed from the race if I, or anyone acting on my behalf, fails to abide by said rules and/ or does anything to jeopardize the permit, current or future. I have read, understand, and accept the information provided on the Calico Racing website: www.calicoracing.com and understand it is my responsibility to obtain the most up to date information provided on that website and/or sent via email to the email address provided on my registration. I agree that I will wear reflective clothing and wear a headlamp or carry a handheld flashlight during any portions of the race conducted at night.

I understand that while participating in this activity, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purposes by the aforementioned released parties including but not limited to Joyce Forier and Calico Racing, LLC.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same. No refunds. No transfers.

COVID-19 WAIVER

I acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where others are present. By attending the race, myself and any guests voluntarily assume all risks related to exposure to COVID-19. I am entering this event with full knowledge that I could easily be hurt or face life threatening injuries. I fully assume all risks of injury, illness or death, and release covenant not to sue, and discharge Calico Racing, LLC; Joyce Forier; USA Track & Field, the race director, volunteers, all sponsors, and any individuals or groups associated with this event all actions, claims or demands for damages arising out of my participation in this event. The forgoing release is binding upon me personally, as well upon my heirs, executors, and administrators, and all members of my family, or anyone else who may make claim on my behalf. I understand and accept that the global Covid-19 pandemic is a continually evolving situation, and that the event may be cancelled or altered in accordance with governing guidelines. A credit good towards any Calico Racing event may be issued according to Calico Racing's refund policy posted on the "Policies" section of their website. Entry fees are non-refundable.

My entry into the event positively affirms my agreement to follow all COVID-19 procedures while at this event, including maintaining current recommended physical distance, wearing of a face covering while gathering when maintaining physical distance is not possible, and other mitigating measures pertinent to the date of the event as determined by the race director.

My entry into the event positively affirms my agreement to NOT attend if you experience any COVID 19-symptoms or are exposed to anyone with symptoms or a confirmed case within 14 days of the event. Symptoms include fever, cough, difficulty breathing, headache, body aches, loss of taste, sore throat, runny nose, nausea/vomiting, and diarrhea.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, RELEASE, AND WAIVER BEFORE EXECUTING IT.

Signature: _____ Date: _____ (m/d/y)

Parent's Signature (if under age 18) _____ Date: _____