

HURT TRAIL SERIES WAIVER

I wish to enter and participate in a HURT, Inc. Trail Series event. I accept the rules, conditions, and regulations of the event and will comply with them. I am aware of and assume all risks associated with this trail run, recognizing it is extremely difficult and hazardous for even well-conditioned athletes under the most favorable of conditions. The Trail Series Runs cover difficult mountainous terrain with precipitous drop offs in a tropical rain forest and span great extremes of humidity and temperature. I certify that (a) I am in excellent physical condition, (b) I have not been advised otherwise by a qualified medical person, and (c) I have sufficiently trained for participation in this event, on rugged trails. I am also aware that I may be exposed to physical injury from a number of natural factors on the trail, such as lack of water, threat from wildlife, rainstorms, rockslides, and hazards from vehicular traffic attendant to running across roadways. I understand and accept that the risks include the fact I may become injured or incapacitated in a location where it is difficult or impossible to get required medical aid to me in time to avoid additional physical injury, even death. Knowing these facts, nevertheless in consideration of HURT, Inc. accepting this entry, I HEREBY FOR MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, WAIVE, RELEASE AND DISCHARGE the HURT Inc., State of Hawaii Department of Land and Natural Resources, Na Ala Hele Trail Group, RRCA, any official sponsor, entity, and the officers, trustees, directors, shareholders and/or members, agents and employees of each, all medical and other personnel assisting with the Run, or any of them and any other person connected with this running event, their representatives, successors and assigns, "Run Management", FROM ANY AND ALL RIGHTS CLAIMS OR LIABILITY FOR DAMAGE for any and all injuries to me or my property, or for damage caused by me or by any else (including Acts of God), arising out of or in connection with my participation in this event, and further indemnify and hold harmless the said Run Management from any and all liability or claims arising out of or in connection with my participation in this event.

I understand that if I am under the age of eighteen, a parent or guardian must approve my race participation by signing this waiver. The signed waiver must be submitted at registration or within three days of registering. Waivers will not be accepted on race day.

I understand that entry fees are necessary to meet the costs of preparation months in advance of the Run, and that if the Run is canceled because of Acts of God, or other circumstances beyond the control of the Run management, the entry fee will not be refunded.

I understand that there are no refunds for entry fees should I choose not to participate in the event.

I understand that I cannot roll over my entry to the next year should I choose not to participate in the event.

I understand that I cannot transfer my entry to another entrant as the event is limited by permitting agencies.

I give permission for free use of my name, voice, picture or my writings for any magazine or newspaper articles, broadcast, promotion or other account of the event.

WAIVER of LIABILITY FOR MINORS (under 18)

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

The Participant and Parent/Guardian hereby freely, voluntarily, and without duress execute the Waiver under the following terms:

MUST BE COMPLETED BY PARENT/GUARDIAN AND MINOR

Waiver

Participant and Parent/Guardian expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Hawaii. Participant and Parent/Guardian agree that in the event that any clause or provision of this Release shall be held invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable.

PARTICIPANT IS AGE 15-17? ☐ YES ☐ NO

NAME OF EVENT WAIVER APPLIES TO _____

NAME OF PARTICIPANT (PRINT) _____

PARENT/GUARDIAN NAME (PRINT) _____

PARENT/GUARDIAN/PARTICIPANT has executed this Waiver as of this date: _____

PARENT/GUARDIAN SIGNATURE _____

RELATIONSHIP TO PARTICIPANT _____

PARENT/GUARDIAN EMAIL OR PHONE _____

Submit the signed waiver to our website (<https://hurthawaii.com/submit-waiver>) or send to kelly.hupp@hurthawaii.com.