

BARK EATER EVENTS, LLC – PEAK TO BREW RELAY RELEASE AND WAIVER OF LIABILITY

1. **Release and Waiver of Claims.** As a condition of my participation as a runner, volunteer, VIP brew crew member, staff or in any other capacity in the 2017 Peak to Brew Relay Race (the "Event") as presented and owned by Bark Eater Events, LLC, a New York limited liability company with a principal office located at 8417 Oswego Road, #148, Baldwinsville, New York 13027 ("Bark Eater Events"), I hereby enter into this Release and Waiver of Liability ("Waiver"). This also includes my participation and support in expos, trade shows, promotion at running events or similar, or any other company related events leading up the 2017 Peak to Brew Relay Race (the "Event"). I, as well as my heirs, personal representatives, successors and assigns (collectively, the "Participant"), do hereby to the fullest extent allowed by law FOREVER COVENANT NOT TO SUE, RELEASE, WAIVE, REMISE, AND DISCHARGE Bark Eater Events and its respective members, officers, agents, advisors, employees, volunteers, staff, successor and assigns or other personnel in any way assisting or associated with the Event (collectively, "Released Parties") from, including but not limited to, any and all claims, causes of action, in law or in equity, liabilities, demands, damages, losses, costs or expenses of any nature known or unknown, including all future developments thereof, arising from or relating in any way to my participation in the Event, and including but not limited to, the use of facilities, equipment, fields, road, trails and surrounding premises and appurtenances in connection with the Event, even if arising from the negligence of a Released Party(ies). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS WAIVER INCLUDES, BUT IS NOT LIMITED TO, CLAIMS RELATING TO PERSONAL INJURY, ILLNESS, DEATH; DAMAGE TO, OR LOSS OR THEFT OF, PROPERTY (INCLUDING PERSONAL ITEMS, CARS, AND MONEY); THE RECEIPT OF MEDICAL CARE OR TREATMENT FOR ANY PHYSICAL OR MENTAL CONDITION; EXPOSURE TO INCLEMENT WEATHER; AND INVOLVEMENT IN ACCIDENTS.

2. **Indemnification of Released Parties.** The undersigned Participant further agrees to indemnify, defend, and hold harmless the Released Parties, to the fullest extent allowed by law, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees and expert witness's fees, and to reimburse the Released Parties from any and all such expense incurred in connection with or as a result of the Participant's participation in the Event or arising in connection with or as a result of any attempt by anyone, including, but not by way of limitation, the Participant or anyone claiming on the Participant's behalf, to avoid the terms of this Waiver, which Participant freely signs.

3. **Legal Contract.** This Waiver is a contract with legal and binding consequences and it applies to all activities relating to the Event, whether located on or adjacent to the Event course, transition areas or other Event related venues or expos.

4. **Assumption of Risk.** In consideration of my participation in this Event, I hereby agree to and make the following contractual representations and warranties: I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS OF PARTICIPATION IN THE EVENT and traveling to and from the Event, including, without limitation risks from or relating in any way to the condition of the Event course and any facilities; the actions of persons other than myself as well as my own actions; falls; collisions with pedestrians, vehicles, other participants, and fixed or moving objects; the effects of weather (including temperature extremes, humidity, rain, wind, lightening, severe storms, etc.); traffic accidents; and road conditions, including darkness and surface conditions such as pot holes and uneven terrain.

5. **Publicity Consent.** I hereby authorize any and all of the Released Parties to use any photographs, video images, and likenesses of me that are taken during the Event for any promotional purposes, including without limitation, the use by Bark Eater Events and any commercial Event sponsor to promote its goods and services in all mediums throughout the world in perpetuity. I ACKNOWLEDGE AND AFFIRM THAT THE RELEASED PARTIES ARE UNDER NO OBLIGATION TO PROVIDE ME WITH NOTICE (ADVANCED OR OTHERWISE) OF ANY USE OR TO COMPENSATE ME FOR USE OF THESE IMAGES OR VIDEOS.

6. **Choice of Law; Venue; and Severability.** This Waiver must be construed and interpreted in accordance with the laws of the State of New York. Venue and jurisdiction is hereby conferred upon the Supreme Court in the County of Onondaga, State of New York. ANY AND ALL ACTIONS BROUGHT UNDER THIS WAIVER MUST BE BROUGHT WITHIN ONE (1) YEAR OF SUCH INCIDENT/DISPUTE, WITH TIME BEING OF THE ESSENCE. The provisions of this Waiver shall be deemed severable and if any part of any provision of this Waiver is held to be illegal, void, voidable, invalid, nonbinding or unenforceable in its entirety or partially or as to any party for any reason, such provision may be changed, consistent with the intent of the parties hereto, to the extent reasonably necessary to make the provision as so changed to be legal, valid, binding and enforceable and if such provision cannot be changed consistent with the intent of the parties hereto to make it fully legal, valid, binding and enforceable, then such provisions must be stricken from this Waiver and the remaining provisions of this Waiver must not in any way be affected or impaired, but must remain in full force and effect.

7. **Certification of Understanding.** BY FREELY AND VOLUNTARILY SIGNING THIS WAIVER, THE PARTICIPANT CERTIFIES THAT HE/SHE (i) HAS READ THIS WAIVER AND FULLY UNDERSTANDS IT, (ii) IS NOT RELYING ON ANY REPRESENTATION OF ANY OF THE RELEASED PARTIES, (iii) UNDERSTANDS THAT HE/SHE IS GIVING UP SUBSTANTIAL RIGHTS INCLUDING THE RIGHT TO PURSUE CLAIMS OR FINANCIAL RECOVERY FOR, AMONG OTHER THINGS, INJURIES OR ILLNESS INCURRED BY THE PARTICIPANT WHILE PARTICIPATING IN THE EVENT, REGARDLESS OF WHETHER SUCH INJURY OR ILLNESS RESULTS FROM THE INHERENT RISKS OF PARTICIPATING IN THE EVENT OR FROM THE NEGLIGENCE OF THE RELEASED PARTIES, AND (iv) IS PROVIDING A COMPLETE AND UNCONDITIONAL ADVANCE WAIVER AND RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARTICIPANT:*

Print Name

Signature

Date