

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY CAREFULLY. THIS WAIVER AND RELEASE OF LIABILITY IS A CONTRACT BETWEEN YOU ("PARTICIPANT") AND OPEN AIR BIG BEAR, BIG BEAR TURKEY TROT, AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS ("COMPANY") AND IT GOVERNS YOUR REGISTRATION FOR THE 2022 BIG BEAR TURKEY TROT, ("EVENT"). IF YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, YOU MUST INDICATE YOUR CONSENT BY ENTERING YOUR FULL NAME BELOW. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, YOU WILL NOT BE ABLE TO SUBMIT YOUR REGISTRATION TO US AND YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE 2022 BIG BEAR TURKEY TROT.

I wish to participate in one or more race(s) included in 2022 BIG BEAR TURKEY TROT.

I verify that I have full knowledge of the rigors and risk involved in participation in the Event(s), including the physical challenge of the long distance runs I have chosen, and I understand that running can be a dangerous sport. I am voluntarily participating in the Event(s) with knowledge of the dangers involved, including without limitation, the risks of death, disability, injury, loss, damages, the unavailability of medical care, or the NEGLIGENCE or deliberate act of another person and I agree to accept any and all risks of injury, damage or death. I understand that by participating in the Event(s), I will be using public streets and facilities where many hazards exist, and I am aware of and appreciate the risks which may result from my use of those streets and facilities. I am also aware that accidents or illness can occur during road and/or trail running and that I may be seriously injured or killed as a result.

I am capable of participating in the Event(s). If I am aware of or under treatment for any physical infirmity, ailment or illness, or if I am taking any prescription or over-the-counter medications, my medical care provider knows of and has approved my participation in the Event(s). I understand, or will educate myself about, the dangers of dehydration and hyponatremia (low blood sodium) and will take precautionary measures to prevent these conditions. I acknowledge that I am solely responsible for my personal health and safety, and the personal property I bring with me. I also acknowledge full and sole responsibility for my own medical expenses, and I am responsible for any and all medical expenses incurred on my behalf. If I should become injured while participating in the Event(s), I authorize the Company or Event(s) organizers to secure medical assistance on my behalf and at my expense. I will not enter and participate unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform this event, and am in good health, and I am properly trained.

I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the race and agree to abide by them, as well as the laws of any county, city, or other jurisdiction in which I will participate. I understand that the Company reserves the right to make changes to the terms and conditions of participation in the Event, including but not limited to changes to the Event rules and regulations, and I agree to

abide by such updated terms and conditions in order to participate in the Event. I assume all risks associated with running in this event, including but not limited to: falls, physical contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators including the potential the contraction of a communicable disease resulting from contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators. I assume all risks including: the effects of the weather; high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road and/or trail including surrounding terrain. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. I assume all such risks being known, appreciated, and accepted by me.

In consideration for being permitted to participate in the Event(s), I agree to assume all risks and to release in advance and hold harmless and discharge the Company, all affiliated organizations, individuals and entities, designated beneficiaries, sponsors, first-aid volunteers, officials, participating communities, organizations, and all of their respective parents, subsidiaries, affiliates, officers, directors, agents, employees and members from any liability and to waive my rights with respect to any and all claims for damages for death, personal injury or property damage, including but not limited to medical bills, lost wages, pain and suffering, loss of consortium, emotional distress, attorneys' fees and court costs, which I may have, or which may hereafter accrue to me as a result of my participation in the Event(s), even though this liability may arise through no fault of my own, or from the NEGLIGENCE or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. The Company is not disclaiming any liability, which by law may not be disclaimed.

I understand that bicycles, skateboards, baby joggers/strollers, roller skates or inline skates, animals, and personal music players are not allowed in the race, and I will abide by all race rules. Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release OPEN AIR BIG BEAR, BIG BEAR TURKEY TROT, AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS, the city of BIG BEAR LAKE, all event sponsors, 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. In addition, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in this event. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in this event and personally assume this risk.

I consent to allow the Company and its licensees to use my name, photograph, motion pictures, image, voice or likeness in any media format worldwide in connection with the Event(s) and/or

the Company and I waive any rights of privacy and/or publicity or compensation that I may have in connection therewith.

I consent to sharing my name and email address with third party vendors specifically related to the Event(s) such as the local Open Air Big Bear Non-Profit organization and Event(s) photographers. The Company will only share this information with vendors who agree to only use your information for legitimate business purposes related to the Event(s) and as authorized by the Company.

I understand that weather, emergencies, or other issues of public safety may cause cancellation or postponement of the Event(s). Should such cancellation or postponement occur, I understand that no contributions, payments, or expenses will be refunded by the Company. By signing this waiver, I consent that I am not entitled to a refund if the event is cancelled before or during the event.

I understand that, in the event that any one or more of the provisions contained in this Waiver and Release of Liability shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Waiver and Release of Liability, and the remaining portions shall remain in full force.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I enter into this contract of my own free will and I understand and agree that this Waiver and Release of Liability is binding on my heirs, assigns, and legal representatives. If the participant is under 18 years of age at the time of registration, then the participant's parent or legal guardian represents and warrants that they have read and agree to all terms on behalf of the participant.

BY ENTERING YOUR NAME BELOW, I HEREBY AFFIRMATIVELY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AND I AGREE TO BE BOUND BY ALL TERMS OF THIS WAIVER AND RELEASE OF LIABILITY. I AGREE THAT THE COMPANY MAY RELY ON MY AGREEMENT TO THIS WAIVER AND RELEASE OF LIABILITY AS A MATERIAL INDUCEMENT TO ALLOW ME TO PARTICIPATE IN THE EVENT(S).