

Blue Ridge Marathon Waiver

In consideration of being allowed to participate in any way in the following competitions, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in the Blue Ridge Marathon, Blue Ridge Half Marathon, 10K, and any and all related events is significant and includes, but is not limited to, the following; sprains, strains, falling, fractures, heat stroke, other heat and cold injuries, over-use syndrome, injuries involving vehicles, animal bites and stings, contact with poisonous plants, acts of God, and the potential for permanent paralysis and death. These activities include, but are not limited to, hiking, running, jogging, walking, and, travel by vehicle.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and I assume full responsibility for my participation.

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS ROANOKE OUTSIDE and BLUE RIDGE MARATHON, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, or any resulting arbitration costs WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. This applies to the above stated entities and individuals while participating and/or working within the events geographical parameters; including pre-event set-up and post-event break-down and any other event-related activities.

5. I further state that I am in proper physical condition to participate in this event and am over 18 years of age.

6. The Releasees reserve the right to postpone, cancel, or modify the event due to weather conditions or other factors beyond the control of the Releasees, which might affect the health or safety of the participants. No refunds will be granted.

7. I am aware that the event has a seven and a half (7.5)-hour time limit. Walkers and runners will be picked up in a support van if they do not reach certain checkpoints within the allotted time. The Time Limit for both courses are 8 hrs. That is a 17:17 min/mile pace for the full marathon course and 34:35 pace for the half. There will be a 6 hr cut off at Mile 22 for the full marathon course (intersection of Jefferson St. and Highland Ave). If you do not reach this point by 2:05pm you will be directed to the finish line by continuing straight on Jefferson Street to the finish line in Elmwood Park (you will not be allowed to continue on the full marathon route). This rule will be strictly enforced. If you choose to ignore staff or volunteers who attempt to remove you from the course you proceed at your own risk knowing the course will not be marked and no water or medical services will be available along the course.

8. I grant permission for the use of my name and or likeness related to my participation in any event conducted by Blue Ridge Marathon. I also grant the use of my voice and any and all recorded and or filmed/video/photographed footage of me, and further waive all rights to any compensation, as a result of my name or likeness being used in any way.

9. I understand that my contact information may be shared with top tier sponsors of the Blue Ridge Marathon with the understanding that the sponsor may only contact me one time and a clear opt-out option must be provided.

In consideration of your accepting this entry for my participation in the Blue Ridge Marathon (the Marathon), I, the undersigned, for myself and my heirs, executors and administrators, waive and release any and all rights and claims for damages I may have against Blue Ridge Marathon, Blue Ridge Racing, Foot Levelers, the City of Roanoke, Roanoke Outside, Roanoke Regional Partnership, the County of Roanoke, the National Park Service, all sponsors and organizations associated with this event, and all of the foregoing entities officers, directors, members, agents, employees, volunteers, affiliates, representatives, successors and assigns, for any and all personal injuries or property damage suffered by me as a result of participating in the Marathon, whether during or after the Marathon. I attest and verify that I will participate in the Marathon as a footrace entrant, that I am physically fit and have sufficiently trained for the completion of the Marathon and my physical condition has been recently verified by a physician. I understand that this is not a normal marathon, that it includes multiple uphill and downhill portions with a combined elevation change of over 7400' for the full marathon and over 3800' for the half-marathon, and I assume all risks of participating in the event. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I have also read and will comply with all rules.