

PLEASE READ THIS VERY CAREFULLY

You acknowledge and agree that you are fully aware of the risks, including those of serious injury or death from causes that it may or may not be possible or reasonable to identify or anticipate but including and not limited to defects in or failure of equipment; fatigue; heart failure; dehydration; hyponatremia; injury arising from incidents affecting you alone or involving other participants, staff, third party road users or vehicles; and the effects of adverse weather conditions or other causes; You understand and acknowledge that the type of medical facilities that you might expect elsewhere (such as in the UK and other EU states) may not be available in the host country, or may not be available within a convenient distance should an injury be sustained by you or others. In addition you accept that even an emergency evacuation may be impeded by the terrain and conditions pertaining in whatever part of the Host Country through which the race may be run; and You agree that it is a condition of your participation in the Event that you hold full medical insurance to provide for any costs or expenses or treatment relating to your medical needs (other than where these can be provided on the course by Event staff) including full repatriation, and you consent to submit to and abide by any decisions concerning your health and safety, medical care and treatment made at any time by the Medics and that all the Medics and other Event Organisers may make emergency decisions as to your treatment by others (such as local medical practitioners or hospitals) where necessary. Without limiting the generality of foregoing consent, you will also agree to abide by any decision the Medics or the Staff may make as to your fitness to continue your participation in the Race or whether or not you should retire on medical or fitness grounds.

Limitation of Liability Notwithstanding anything else contained in these Rules, to the fullest extent allowable under any applicable law or regulation, neither the Company nor the Event Organiser shall incur or be held liable to you or any other party for any Liability whatsoever in contract, tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with any matter referred in this Agreement; By registering to participate in the Event and/or attending an Event, unless explicitly agreed otherwise and in writing, you agree to fully indemnify and hold the Company harmless for and against any Liability of any nature whatsoever which you incur other than for fraud, death or personal injury caused by the gross negligence of the Company. Except as otherwise required by applicable laws, the maximum liability to you by the Company or the Event Organiser for any claim in contract, tort or other cause of action arising out of or in connection with the subject matter of this Agreement (including the Event, your stay and/or any travel to or within the Host Country shall not exceed the entry fee paid by you to participate in an Event.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Ultra X, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, State of Nevada, Clark County, City of Las Vegas, Blue Diamond, Bureau of Land Management, United States Forestry Service, Nevada Department of Transport, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.