

WAIVER AND RELEASE FROM LIABILITY FOR RISK OF HARM IN DANGEROUS SPORT RELATED ACTIVITY

I, _____, AS A VOLUNTEER OR PARTICIPANT AT THIS EVENT, DO HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge INSIDE TRACK WOW INC., a Tennessee Corporation and INSIDE TRACK WOW FOUNDATION, INC. ('ITWF' for both), a Tennessee Non-Profit Corporation, shareholders, officers, directors, agents, volunteers, employees, affiliates, successors and assigns, and Venue Property Owner*, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of provided that this waiver of liability does not apply to any acts of intentional, willful or wanton misconduct but it does apply to all acts taken in good faith by the aforementioned corporation and others as noted above.

I understand that the activities that I will participate in are risky and may even be considered an inherently dangerous sport activity and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my estate, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity because I agree and understand that said activities are inherently dangerous. I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with ITWF, and I willingly engage in ITWF events.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity and have not been advised to not participate by my physician. I certify that there are no health-related problems which would preclude my participation in this activity and I acknowledge that this Accident Waiver and Release of Liability shall be used by the event holder, property owner, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to my person and/or to my personal property including but not limited to receiving rides in any watercraft, aircraft, land vehicles, firearm lessons, paintball lessons or activities being engaged in by me or others at any premises an organized event is taking place or any facility, using any supplied instruments, firearms, any premises, its facility, waterways and/or this company's equipment and vehicles, aircraft or watercraft in addition to any lessor, vendor or volunteer's donated equipment, vehicles, aircraft, watercraft or firearm or any other means of any planned event whatsoever in any manner, form or fashion, related to the engaging in of any and all sport or recreational activities or other related activities on and off the premises in which the event is held.

By this release I also release and indemnify all parties and agree to and approve my picture/video/film likeness being used in any advertisement material or other publication for any reason whatsoever.

COVID-19 SAFETY ACKNOWLEDGMENT

While participating in events held or sponsored by ITWF, "social distancing" must be practiced and face coverings may be worn as required. ITWF has put in place preventative measures to reduce the spread of COVID-19. However, ITWF cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in ITWF events.

By attending an ITWF event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, shortness of breath among others; or
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR: Participants and volunteers agree to self-monitor for signs & symptoms of COVID-19. Contact ITWF should you experience symptoms of COVID-19 within 14 days post event at www.insidetrackwow.com

ASSUMPTION OF THE RISK: I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19.
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE: I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect until the longest period of time allowed by law including but not limited to after the termination of the activities conducted by the corporation, whether on the premises, off the premises, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights as to the activities involved and that I acknowledge and accept the risk of harm and I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without any inducement, promise or other guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver voluntarily.

This waiver shall be construed pursuant to Tennessee law and Tennessee law shall govern this waiver and I, the Participant, do hereby agree to Sullivan County, Tennessee as the proper venue for any action arising out of the aforementioned activities.

Printed Name

Witness

Signature:

Applicable Date(s)

Parent/Guardian Signature (If under 18 years old)

* Any VENUE or PROPERTY used for events