

**US MILITARY ENDURANCE SPORTS**  
**Acknowledgement of Risk, Release of Liability, Indemnification**  
**Agreement, Covenant Not to Sue, & Material Release**

**IMPORTANT INFORMATION**

American Servicemembers Amateur Sports (ASAS) Inc. (dba US Military Endurance Sports) is committed to conducting endurance and sporting activities in a safe manner and holds the safety of participants in high regard. However, participants must recognize that there is inherent risk of injury when choosing to participate in cycling, swimming, running, sports included in adventure racing, and other endurance disciplines (hereinafter "Event"). I acknowledge and agree that it is always ultimately my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any Event that I elect to enter. I have no physical or medical condition that would endanger others or myself if I participate in any Event, or would interfere with my ability to safely participate in any Event. I acknowledge that it is my responsibility to notify the Team Staff prior to the start of an event if I have any doubts as to my abilities to safely compete in any event organized by, entered on my behalf, or supported by the Team. I accept responsibility for the condition and adequacy of my equipment and my conduct in connection with any Event.

**WARNING OF RISKS**

Events conducted by ASAS Inc. (dba US Military Endurance Sports) are all activities intended to challenge and engage the physical and mental resources of each participant. Despite careful and proper preparation, instruction, medical advice, and conditioning, there is a risk of serious injury including death. All hazards and dangers cannot be foreseen. Certain common risks include, but are not limited to: waves, currents, tides, marine life, sprains, strains, fractures, broken bones, heat and cold related injuries, over-use syndrome, animal bites and stings, falls, contact with other participants, conditions of the road and course, dangers associated with man-made and natural jumps, the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects, the dangers arising from surface hazards, including pot holes, and equipment failure.

In this regard, it is impossible for ASAS Inc. (dba US Military Endurance Sports) to guarantee absolute safety.

**WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

I acknowledge that by signing this document, whether physically in person or via any type of electronic means, that I, on behalf of myself, my executors, administrators, legal representatives, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE ASAS Inc. (dba US Military Endurance Sports) and all sponsors, organizers, staff, promoting organizations, property owners, sponsors, members, law enforcement agencies, public entities, special districts and properties that are in any manner connected with an ASAS Inc event, and their respective agents, officials, and employees through or by which the event will be held.

The undersigned further expressly agrees that this waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Acknowledgement of Risk, Release of Liability, Indemnification Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge I am signing the agreement freely and voluntarily.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **RELEASE AND AUTHORIZATION TO USE NAME, LIKENESS, AND BIOGRAPHICAL INFORMATION**

In return for my selection as an athlete of US Military Endurance Sports, I hereby grant to The Team, its subsidiaries and affiliates, and their respective successors, assigns and those acting under their permission, the following rights, which the Team may exercise during the term of any legally entered into Sponsorship agreement and any renewal or successor thereof, and for a reasonable period of time thereafter. The Team has the right to publish my name, likeness, photographs, visual representations and biographical information (referred to as the "Material"), in connection with my membership and participation on the Team, whether alone or with other Team members. The Team may use the Material and any reproductions of the Material, in whole or in part, throughout the world to promote the Team and the Team's sponsor companies' products in any manner and in any media whatsoever, including television, motion pictures, point of sale materials, posters, internet banners, websites, public relations activities, meetings with actual and potential customers and suppliers, and internal publications. The rights granted are subject to the following conditions: (1) The Team may not publish the Material in such a manner or in any media that would bring disrepute to my name; (2) it is my responsibility to ensure my likeness is not displayed in my Military uniform in connection with the Team or support of a Team sponsor without the express written consent of my appropriate Service authority; (3) it is my responsibility to contact the Team Manager whenever a request to use my likeness is made by an outside organization, and; (4) The Team may use my name only in connection with the Material and the Team. I authorize the Team to approve such Material on my behalf. I waive any right that I may have to review or approve the finished product incorporating the Material, any other material that may be used in connection therewith, or the uses that may be made of them.

- a. The team or through agreements the sponsor companies are the sole owner of the Material and all associated rights, including copyrights, and therefore has the right to edit, modify, or create creative derivative works of the Material.
- b. I irrevocably release the Team and its contracted sponsors from any claim that I may have at any time against the Team that arises out of, or relates to, the Team's use and publication of the Material, including claims for invasion of privacy, defamation of character, libel, slander, copyright infringement, violations of rights to privacy or publicity; any alteration, distortion or illusionary effect, whether intentional or otherwise; and claims based on any other personal or property right.
- c. I am not entitled to receive any monetary compensation, including royalties, from the Team or its sponsors for its use of the Material.
- d. I agree to use my reasonable efforts to cooperate with and assist the Team in the performance of the Teams' duties under its sponsorship agreements.

This agreement impacts my legal rights and duties. I have read this document and fully understand it.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date