

Mud, Sweat and Beers/Mt. Holiday, Inc.

Waiver and release of COVID-19

The undersigned is a participant of Mud, Sweat and Beers (MSB), an annual mountain bike race at Mt. Holiday Ski and Recreation Area (Mt. Holiday) on 3100 Holiday Road, Traverse City, Michigan, 49686.

This waiver, release and the other representations and covenants set forth herein are given in consideration for my participation in MSB during the COVID-19 pandemic and while the COVID-19 virus remains active in our community.

While MSB organizers will implement additional safety precautions to mitigate risks of COVID-19, participation in MSB will nevertheless entail additional risk this waiver is designed to address.

Acceptance of Risk; Release; Indemnification. I am fully aware that there are a number of risks associated with me entering MSB during the COVID-19 pandemic including without limitation that I could contract COVID-19 which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death. On behalf of myself and/or my child or ward and our heirs, successors and assigns, I knowingly and freely assume all such risks, both known and unknown, relating to my and/or my child's or ward's participation in MSB and I hereby forever release, waive, relinquish, and discharge MSB and Mt. Holiday/Mt. Holiday, Inc., along with their officers, directors, managers, officials, trustees, agents, employees, or other representatives, and their successors and assigns from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of me and/or my child or ward participating in MSB, including but not limited to those related to the above described personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of MSB and/or Mt. Holiday.

I further promise not to sue MSB and/or Mt. Holiday/Mt. Holiday, Inc. and agree to indemnify and hold MSB and/or Mt. Holiday/Mt. Holiday, Inc. harmless from any and all damages resulting from my and/or my child's or ward's participation in MSB, including but not limited to all costs and attorneys' fees required to defend such claims brought by me or on my behalf.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

PARENT/LEGAL GUARDIAN (if participant is younger than 18 years old or subject to guardianship)

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____