

## TRI STATES GRAN FONDO COVID-19 SUPPLEMENTAL WAIVER

I acknowledge that a sporting event, including all activities related to participation in any capacity in the Tri States Gran Fondo (hereinafter TRISTATES) may occasionally put a participant close to another human. Being closer than six feet, or possibly even a farther distance than six feet, could cause me or others to get sick from an unknown virus, including COVID-19, or another infectious agent. These risks are not only inherent to athletes but are also present for volunteers. I hereby agree to assume all of the risks of participating and/or volunteering in TRISTATES.

- ⇒ “I certify that if I have tested positive for COVID-19 within 21 days of participation, or I have cold or flu-like symptoms, I will not attend this event.” INITIAL: \_\_\_\_\_
- ⇒ “I understand that TRISTATES will endeavor to follow all health guidelines set forth by the CDC, State, County, and local permittees for the event. Any guideline changes or updates may result in changes to the event production at any time.” INITIAL: \_\_\_\_\_
- ⇒ “I acknowledge that this 2020 TRI STATES GRAN FONDO COVID-19 SUPPLEMENTAL WAIVER (hereinafter COVID WAIVER) will be used by the event holders, sponsors, and organizers of TRISTATES and govern my actions and responsibilities. In consideration of my registration, and permitting me to participate, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me, including attorney's fees, litigation costs, and my traveling to and from TRISTATES and including participation in TRISTATES in any way, THE FOLLOWING ENTITIES OR PERSONS: Planet Ultra, Inc., its directors, officers, employees, volunteers, representatives and agents, the event holders, event directors, event staff and volunteers, property owners (hereinafter collectively PLANET ULTRA); Specifically I hold harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in TRISTATES whether caused by the negligence or gross negligence of releases or otherwise.” INITIAL: \_\_\_\_\_
- ⇒ “I acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present.” INITIAL: \_\_\_\_\_
- ⇒ “I acknowledge that an inherent risk of exposure to COVID-19 exists in any group athletic events.” INITIAL: \_\_\_\_\_
- ⇒ “I voluntarily assume all risks related to exposure to COVID-19 that may arise from my participation in TRISTATES.” INITIAL: \_\_\_\_\_
- ⇒ “I acknowledge and accept that I may not hold PLANET ULTRA liable for any exposure to COVID19 or subsequent infection with any virus or infection that may arise from my participation in TRISTATES.” INITIAL: \_\_\_\_\_
- ⇒ “I acknowledge and accept that the States of Nevada, Arizona and Utah may have implemented contact tracing plans to stop the spread of COVID-19, and may demand that PLANET ULTRA turn over any participant lists to the State. By signing this waiver, I permit PLANET ULTRA to provide my contact information for the purpose of COVID-19 contact tracing.” INITIAL: \_\_\_\_\_

This COVID WAIVER shall be construed broadly to provide a release and waiver to the maximum permissible under applicable law. This COVID WAIVER is in addition to any other waiver and release of liability I have signed related to TRISTATES and does not replace the terms of those agreements but rather augments and extends them. I further agree to abide by all the rules and regulations as set forth by TRISTATES and PLANET ULTRA. I hereby certify that I have read this document and understand its content.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_