



City of Aspen Parks, and Recreation Department

COVENANT NOT TO SUE, RELEASE, AND ASSUMPTION OF RISK
PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A LEGALLY BINDING AGREEMENT!

Last Name _____ First Name _____
Birth Date _____ **Minors will be listed on next page.**
Address: _____ City: _____ ST. _____ Zip: _____
Home Phone#: _____ Work#: _____ E-mail Address _____

Activities: Aspen Backcountry Marathon and Half Marathon

By signing this Agreement, you give up your right to bring a course of action to recover compensation or obtaining any remedy for any injury to yourself or your property or for your death, however caused, arising out of your participation in the above listed activities or use of City facilities, now or any time in the future.

Acknowledgement of Risk

I hereby acknowledge and agree that the activities listed above and the City facilities used to participate in the activities listed above, have inherent risks, including the risk of serious injury, paralysis and death. I have full knowledge of the nature and extent of all risks of serious injury, paralysis and death. I have full knowledge of the nature and extent of all risks associated with the activities listed above and the use of associated City facilities for those activities.

Release/Indemnification

In consideration of my participation in the activities listed above and the use of City owned facilities, I, the undersigned user and participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns **HEREBY DO RELEASE**, the City of Aspen, its officers, agents, sponsors and employees from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the activities listed above or the use of City owned facilities, whether that participation or use is supervised or unsupervised, however the injury or damage caused, including, but not limited to, the negligence of the City of Aspen, its officers, agents and employees.

I hereby consent to the use by the City of Aspen of any photographs taken of me during city run events, programs, and activities for use in publications, advertisements, or on City of Aspen website.

In consideration of my participation and use of City owned facilities, I, the undersigned, agree to indemnify and hold harmless the City of Aspen, its officers, agents and employees from any and all causes of action, claims, demands, losses or costs of any nature whatever arising out of or in any way related to my participation or use of City owned facilities.

The terms of this Agreement shall be in full force and effect on the date hereof, the date(s) upon which I participate in the activities listed above, and on any other occasion when I may participate or use City owned facilities to participate in the activities listed above.

Signature of Participant: _____ **Date:** _____