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December 1, 2020



## *DAYTONA 100/50 Ultramarathons:*

### *COVID-19 Assumption of Risk, Waiver of Liability, Hold Harmless Agreement*

The novel coronavirus ("COVID-19") has been classified by the World Health Organization as a global pandemic and has spread across the state of Florida (as well as every other state and country). Even now in December 2020, COVID-19 is still a new disease and the state of scientific and medical knowledge regarding COVID-19 is very limited and evolving. There remain unknowns regarding how the disease is spread and contracted and there is currently no known cure or FDA-approved vaccine for COVID-19. COVID-19 is known to be highly contagious and spread easily from person to person. **COVID-19 may result in serious illness, debilitating injury, or death.** Older adults and people of any age, including children, who have serious underlying medical conditions are at higher risk for severe illness or death from COVID-19.

We have put in place measures in an effort to reduce the spread of COVID-19 at the **DAYTONA 100/50** race weekend. Notwithstanding any such efforts, however, it is simply not possible to guarantee that COVID-19 is not present, nor is it possible to prevent you or your crew from becoming exposed to, contracting, or spreading COVID-19. By participating in the **DAYTONA 100/50** race weekend, you and your crew are exposed to the risk of contracting or spreading COVID-19. By participating in the race weekend, you and your crew are exposed to a risk of contracting or spreading COVID-19.

**Assumption of Risk for COVID-19:**

I understand that my participation in the **DAYTONA 100/50** race weekend (including the race itself, as well as all pre- and post-race activities) is voluntary and is not required. By signing below, I acknowledge that I have carefully read the above; understand the risks of COVID-19 associated with participating in the **DAYTONA 100/50** race weekend. I voluntarily assume such risks, including the risk of serious illness, debilitating injury, or death to my crew and myself. By signing below, I further acknowledge that I understand that the risk of exposure to, contracting, or spreading COVID-19 may result from the acts, omissions, or negligence of myself and others, including but not limited to the Daytona 100/50's owners (Zwitty Ultra, LLC), agents, representatives, volunteers; other participants, and their families; and/or other individuals who may be present or in attendance at any such activity. I knowingly assume such risks, including the risk of serious illness, debilitating injury, or death to my child and myself.

**Waiver of Liability/Hold Harmless:**

By signing below, and in consideration for providing me the opportunity to participate in the 2020 **DAYTONA 100/50**, I voluntarily agree to waive and discharge any and all claims against Zwitty Ultra, LLC related to or arising out of COVID-19, and voluntarily release Zwitty Ultra, LLC from liability for any exposure to or illness or injury from COVID-19, including claims for negligent actions of Zwitty Ultra, LLC, or its owners, employees, agents, representatives, and volunteers related to or arising out of COVID-19, on behalf of myself and my crew to the fullest extent allowed by law. By signing below, and in consideration for providing me the opportunity to participate in the Activity, I agree to release, discharge, and hold harmless Zwitty Ultra, LLC and its owners, employees, agents, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposure to or illness or injury from COVID-19.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Bib Number

\_\_\_\_\_  
Signature