Exhibit E

Indemnification/Hold Harmless Waiver Page 1 of 2

Herb Reeves – Olytrailrunners

I , THE UNDERSIGNED, ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING THE STATE OF WASHINGTON TO INCLUDE THE DEPARTMENT OF NATURAL RESOURCES, ITS OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS ("RELEASEES") FROM LIABILITY. THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING.

In consideration of my being allowed to participate in the Capitol Peak 50 mile and 25km Ultra-marathon event on multi-use trails within Capitol State Forest, I freely agree that:

Running, walking, hiking can be dangerous and pose a risk of injury or even death. I fully assume the risks associated with my participation in this event including but not limited to: hazards from improper technique, accidents or illness in remote locations without medical facilities, actions of other participants, equipment failure, inadequate safety measures, **THE RELEASEES' OWN NEGLIGENCE**, weather conditions, and the risk of any personal or bodily injury, disability or death. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees' from any and all claims of any kind and character, including claims arising from the Releasees' own negligence, and from any and all damages directly or indirectly arising out of or incident to my participation in the Capitol Peak 50 mile and 25km Ultra-marathon event on multi-use trails within Capitol State Forest or transit to and from the area. A "claim" as used in this contract means any financial loss, claim, suit, action, damage, cost, demand or expense, including but not limited to attorneys' fees, attributable to bodily injury, disability, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from. Should I or my successors assert a claim in breach of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by each Releasee in its defense, unless the Releasee is finally adjudged liable on such claim for willful or wanton negligence. If any term or provision of this agreement is found to be invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I **UNDERSTAND** and **AGREE** to the terms set forth above for my participation in the Capitol Peak 50 mile and 25km Ultra-marathon event on multi-use trails within Capitol State Forest.

PRINT FULL NAME	**SIGNATURE**	**DATE**