

VOLUNTARY WAIVER, ASSUMPTION OF RISK AND RELEASE AGREEMENT

This Voluntary Waiver, Assumption of Risk and Release Agreement ("Agreement") is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian (together with any heir, successor, representative or assign, collectively "Participant") in favor and for the benefit of the Organizers (as defined herein). In connection with Participant's involvement in any activity, conduct, or event which may relate to the Stars & Stripes Event (the "Event"), Participant hereby certifies, warrants, represents, agrees and covenants to the officers, directors, employees, agents, representatives, affiliates, and assigns and any of the respective Event sponsors or promoters (individually and collectively, together with their respective affiliates, officers, directors, supporting foundations, employees, partners, shareholders, members, sponsors, contractors, agents, representatives successors and assigns (the "Organizers") that Participant is:

- (1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE EVENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSENERED IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH EVENT;
- (2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT;
- (3) ENTERING INTO THIS WAIVER, ASSUMPTION OF RISK AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

Participant agrees and understands that Organizers are in no way liable for certain inherently dangerous activities that may be made available as part of the event package and/or by third party vendors and that should he/she engage in any such activities he/she shall do so expressly at their own risk and shall hold Organizers harmless from any liability which may arise from their engaging in such activities. These activities expressly include but are not limited to: Sky Diving, Hang Gliding, Para Sailing, Water Skiing and Jet Skiing (wave runners).

PARTICIPANT AGREES THAT HE/SHE DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PARTICIPANT'S INVOLVEMENT THEREIN, AND THAT THE EVENT INCLUDES RISKS AND HAZARDS OF INJURY TO PERSON AND PROPERTY, TRAVEL IN BOATS, AUTOMOBILES, AIRCRAFT, AMUSEMENT RIDES, AND OTHER ACTIVITIES, THE POSSIBILITY OF ACCIDENT, ILLNESS, INJURY OR DEATH IN REMOTE LOCATIONS WITH LIMITED OR NO MEDICAL FACILITIES, FORCES OF NATURE, WRONGDOING BY OTHERS, AND OTHER INJURIES AND LOSSES THAT MAY BE SUFFERED AT OR IN CONNECTION WITH THE EVENT. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ANY ACTIVITY ASSOCIATED THEREWITH, WHETHER CAUSED BY THE NEGLIGENCE OR CONDUCT OF THE ORGANIZERS OR OTHERWISE. PARTICIPANT HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS THE ORGANIZERS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LAWSUITS, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ALL ACTIVITIES ASSOCIATED THEREWITH. THIS WAIVER IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, THE STATE OF CALIFORNIA.

Waiver of Jury Trial; Agreement to Arbitrate. The Participant agrees to irrevocably waive to the fullest extent permitted by applicable law any and all right he/she may have to trial by jury in any legal action, lawsuit or proceeding between the parties hereto arising out of, based upon or relating to this agreement or the execution hereof. The Participant further agrees to submit any and all claims or disputes based upon, relating to, or arising out of the terms of this Agreement to binding, private and confidential arbitration according to the rules of the American Arbitration Association ("AAA") in Orange County, California. The dispute will be resolved by a single arbitrator appointed by agreement of the Parties, or, if no agreement can be reached, by AAA pursuant to its rules. This arbitration procedure is intended to be the exclusive method of resolving any claim for payment of damages under this Agreement.

Participant further agrees that the Organizers shall have the right to record, broadcast and otherwise describe for any lawful purposes Participant's activity/performance in the Event and to use Participant's name, likeness, and voice. Participant agrees and understands that the Organizers make no representation about availability or adequacy of any medical treatment that may be received by Participant as a result of participating in any activity or otherwise in connection with the Event, and further, Participant agrees that the Organizers have no liability or obligation in connection therewith. Participant hereby assumes full responsibility for any and all fees and costs incurred in connection with any such medical treatment received by Participant.

If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

THE WAIVER, ASSUMPTION OR RISK AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

Participant hereby certifies that all information provided herein is true, accurate and complete in all respects.

PARENT OR LEGAL GUARDIAN MUST SIGN BELOW IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Phone:

Date:

Phone:

Date:

Participant's Date of Birth:

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