

Participant Race Number:

(Official Use Only)



WAIVER

Release of Liability, Covenant Not To Sue & Image Release

In consideration of my ("I", "my" or "myself") and/or on behalf of my child/ward's (each a "Ward") participation as a competitor, volunteer (or other staff member), camper and/or spectator (any of the foregoing, a "Participant") in a Beach Ballistic Race, Beach Ballistic Kids', Beach Ballistic workout or other Military Fitness Training-owned, operated, licensed or sponsored event(s) (any of the foregoing and any ancillary events/activities/operations related thereto, an "Event"), I, on behalf of myself and Ward, acknowledge, accept and agree the following:

- (1) The risk of serious injury and/or death from the activities involved participating in any Event, as a participant, is significant and may include, without limitation, the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries, including burns, heat-related illness and hypothermia; (vii) over-use syndrome; (viii) injuries involving the acts or omissions of other Event participants or vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to, paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car or other convenience, falling from heights; (xii) heart attack; (xiii) diseases from exposure to fecal contaminated water or slurry; (xiv) permanent paralysis; and/or (xv) death. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury and/or death does exist. If I choose to camp on the venue grounds in connection with at the Event, I acknowledge that Beach Ballistic Race, (including its affiliates "Beach Ballistic") provides no guarantees for the security of my tent and/or its contents. I agree that Beach Ballistic is not liable for theft, loss or damage of or to my personal property by any third party, and that any of my possessions left unattended are left entirely at my own risk.
- (2) AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, ON BEHALF OF MYSELF AND MY WARD, I KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF THE RELEASEES, as hereinafter defined, or others, and assume full responsibility and all risks for myself and/or my Ward's participation in the Event.
- (3) I knowingly and voluntarily agree to comply with any stated customary terms and conditions (which have been made available to me) for Participant's participation in an Event. If, however, I observe an unusual and/or significant hazard during my presence at the Event, I will remove myself or my Ward from participation and bring such hazard to the attention of the nearest Event official.
- (4) To the fullest extent permissible by applicable law, I, on behalf of myself, and/or my Ward (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE BEACH BALLISTIC OR OPERATOR(S) MILITARY FITNESS TRAINING AND THE APPLICABLE VENUE OWNER(S) OR OPERATOR(S) and their respective owners, officers, directors, employees, contractors, representatives, agents and affiliates and, as applicable, any direct or indirect parent or subsidiary, predecessor, successor, heir, assign, media partners, associated charity, sponsor or medical providers of any of the foregoing (collectively, the "Releasees") WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY OR MY WARD'S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releasees from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with the Event, including, but not limited to, reasonable lawyer's fees.

- (5) I, on behalf of myself, and/or my Ward, attest and verify that: (i) unless indicated below, I am over 18 years of age and am legally signing on behalf of myself or, if applicable, Ward; (ii) Participant is free from all illnesses, injuries and defects that could interfere with any person's (including his or her) safe participation in an Event; (iii) Participant is physically fit and sufficiently trained to participate in all activities associated with the Event; and (iv) on the date of the Event, Participant will possess and be covered by medical/health insurance, individually or as part of an organization. I acknowledge that Participant, and I, as Ward's parent/ legal guardian (if applicable), am aware and informed of the inherent risks in participating in the Event and that Participant's participation in an Event is entirely voluntary.
- (6) I, on behalf of myself, and/or my Ward, consent to administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in the Event and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment and/or services. I further consent and agree to obtain, furnish and allow, if required, the use and disclosure of my personal health information by such providers in connection with rendering services and or treatment, and to sign any additional documents that may be requested by such providers, in connection such information or services.
- (7) The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of the Releasees that might affect the health and/or safety of Participants. Beach Ballistic will not be obligated to refund any Participant any registration fees due to a cancelled Event.
- (8) I, on behalf of myself, and, if applicable, my Ward, irrevocably grant unlimited permission to Releasees to use, reproduce, sell, disseminate and distribute any, and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of Participant or my or Ward's participation in an Event or related activity for any legitimate purpose in perpetuity and I understand that Participant will not be entitled to any compensation in connection therewith. I further hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record the performance of the Participant in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Releasees, without compensation of any kind to Participant, to use, reproduce or broadcast, Participant's name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releasees shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about Participant and all or any portion of the Event in which Participant may appear on any and all radio, network, satellite and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to Participant.
- (9) In consideration and in return for being allowed to participate in the Event, Participant releases and agrees not to sue the Releasees from all present and future claims regarding Participant's participation in events organized by the Releasees, including the Event, by Participant and his/her heirs, assigns, spouses, partners, personal representatives and/or next of kin.
- (10) If any of the provisions of this Waiver, Release of Liability, Covenant Not to Sue & Image Release ("Waiver") shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, fully permitted by applicable law, all other provisions hereof shall remain in full force and effect.
- (11) FOR ELITE AND OTHER PARTICIPANTS COMPETING FOR CASH PRIZES ONLY: I voluntarily consent to have a sample of my urine collected at such times as testing is performed by Beach Ballistic or its agents. I further understand that certain prescription and/or over-the-counter drugs that I may be taking can affect the results of these tests and that I will inform Beach Ballistic prior to testing of any prescription and/or over-the-counter drugs that I am taking. I further authorize the release of all information and records, including test results relating to the screening or testing of my urine sample(s) to Beach Ballistic or its agents. Beach Ballistic and its officers, employees, and agents are hereby released from legal responsibility or liability in connection with any testing and for the release of such information and records as authorized by this Waiver.

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND MY WARD SUBSTANTIAL RIGHTS. MINORS/WARD: IF PARTICIPANT IS UNDER 18 YEARS OF AGE OR UNDER LEGAL GUARDIANSHIP A PARENT OR GUARDIAN IS REQUIRED.