

WAIVER AND RELEASE FROM LIABILITY

Camp Pendleton Hard Corps Race Series® - 2017 Hell Fire Fat Tire

In consideration for allowing me to participate in a Marine Corps Community Service (MCCS) **2017 Hell Fire Fat Tire mountain bike race** to be held on Marine Corps Base Camp Pendleton, California, I hereby take the following actions for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf:

- (a) I acknowledge that the event is an extreme test of a person's physical and mental limits and carried with it the potential for death, serious injury and property loss;
- (b) I acknowledge that certain detrimental physiological changes may occur while I participate in the event, including but not limited to, heat related illness; abnormal heart beat; abnormal blood pressure; and, in rare instances, heart attack;
- (c) I acknowledge that there may be motor vehicle traffic, spectators, volunteers and other competitors on the event course;
- (d) I certify that I am physically fit and have not been advised against participation in the event by a qualified health professional;
- (e) I assume all risks associated with the event, including, but not limited to falls, contact with other participants, effects of weather including heat or humidity, defective equipment, the condition of the roads, hazards posed by spectators and volunteers; terrain; my personal physical condition; vehicles; and lack of hydration;
- (f) In connection with the event, I forever release, acquit and discharge from all known obligations, losses, damages, liabilities, injuries, claims, demands, actions, causes of actions and expenses, including without limitation, attorney's fees and costs, the following persons or entities: United States Government; MCB Camp Pendleton, MCCS Semper Fit Staff, and instructors, race directors, event producers, volunteers, and the officers, directors, employees representatives and agents of the above;
- (g) In connection with the event, I agree not to sue any of the person or entities mentioned in paragraph (f) above from any of the claims, losses, or liabilities that I have waived releases and discharged therein;
- (h) In connection with the event, I indemnify and hold harmless the persons or entities mentioned above in paragraph (f) above from any and all claims made or liabilities assessed them as a result of:
 - (i) My actions or inactions;
 - (ii) The actions, inactions or negligence of others including those parties hereby indemnified;
 - (iii) The conditions of the facilities, equipment, or areas where the event or activity is being conducted;
- (i) I grant permission to the persons or entities indicated in paragraph (f) above for the use of my name an/or likeness relating to my participation in the event, and I waive all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness.

By my signature, I affirm that I am a competitor in the **2017 Hell Fire Fat Tire** and that I am eighteen (18) years of age or older, that I have read this waiver, that I understand its contents and that I intend to execute that document; or -

By my signature, I affirm that I am the natural parent or legal guardian of the competitor under eighteen (18) years of age whose name appears below, that I have legal capacity to act on behalf of that named minor, that I have read the attached document, that I understand its contents, and that I have executed the attached document on behalf of the named minor.

Please read presented waiver carefully. Do not agree to this document unless you have read and understood it in its entirety. By agreeing, you acknowledge that you have both read and understood the text presented to you as part of the registration process. You also understand and agree that events carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event(s) is/are subject to your agreement to the waiver and by agreeing herein, you accept and agree to the terms of the waiver and release agreement.

Signature_____

Date_____

Printed Name_____

Participant Name_____