

14<sup>TH</sup> INTERNATIONAL SUBMARINE RACES

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

NOTICE

By signing this document you waive certain legal rights, including the right to sue.

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING EXPRESS ASSUMPTION OF THE RISKS ASSOCIATED WITH PARTICIPATING IN WHAT IS KNOWN AS THE 14<sup>TH</sup> INTERNATIONAL SUBMARINE RACES.

I, \_\_\_\_\_, understand the inherent hazards and risks associated with participating in what is known as the 14<sup>th</sup> International Submarine Races including but not limited to the event, the Design Criteria and Operational Guidelines for the event. I fully understand that these risks can lead to severe injury or death. I understand that participating includes scuba diving operations with all the associated risk therein, and that it may be conducted at a site that is remote from a recompression chamber and medical care, nevertheless, I choose to proceed. Additionally, I understand that there are also risks associated with travel to and from the site but not limited to the possible injury or loss of the life as a result of setting up, launching, recovering, and disassembly of the submarines, as well as travel to and from and participating in The Event. Despite these hazards, I wish to proceed and I freely accept and expressly assume all risks, dangers, and hazards that may arise from my participation which could result in personal injury, death or property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

In consideration of being allowed to participate in The Event as well as the use of any of the facilities and the use of any equipment of the listed releasees; I hereby agree as follows: TO WAIVE AND RELEASE ANY AND ALL CLAIMS that I may have in the future against International Submarine Races, Foundation for Underwater Research and Education, All Judges presiding, the judging and directors' committee, all sponsors of the Event, their officers, directors, employees, agents and volunteers, all certified safety assistants, dive supervisors, and their affiliated or non-affiliated training agencies, the United States Navy, the NSW Carderock Division, the United States Government and/or its officers, agents or employees, acting officially, whether such claims are caused by the active or passive negligence of the releasees or otherwise.

To release the above named releasees, their officers, directors, employees, sponsors, agents, independent contractors and volunteers, from all liability and responsibility, whatsoever, for any claim or cause of action in law, equity or admiralty that I may have for wrongful death, personal injury, or property damage, including attorney fees and/or litigation expenses, which may be brought against or incurred by International Submarine Races, United States Navy, NSW Carderock Division, the United States Government and/or its officers, agents or employees on account of any loss or damage to any property, or for any personal injuries or even death, to the extent that such damage, injury or death is caused by, arising out of, or contributed to, by reason of any act, omission, professional error, fault, mistake, or negligence in connection with, or incident to, any activities associated with the 14th International Submarine Races. This hold harmless agreement is applicable to any heir, executor, administrator or family member seeking relief on my behalf or for my participation in The Event. The terms of this agreement shall continue and be in effect after my participation in this program has ended. By signing this document, I agree to hold the releasees harmless and indemnify them for any injury or death which may occur to me while participating in any phase of The Event.

By entering into this Agreement, I am not relying on any oral or written representations made by the Releasees, other than what is set forth in this Agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America.

I hereby declare that I am of legal age, in good physical condition with no history of any condition which would impair my ability to participate in the strenuous activities of The Event and am competent to sign this Agreement or if not that my parent(s) or legal guardian(s) shall sign on my behalf, and that my guardian(s) or parent(s) is in complete understanding and concurrence with this Agreement.

If any provision, section, subsection, clause or phrase of the release, waiver, and/or indemnity agreement is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

\_\_\_\_\_  
Signature of Participant Date: \_\_\_\_\_  
\_\_\_\_\_  
Witness Signature Witness Name (Print)  
\_\_\_\_\_  
Witness Address City, State, Zip  
Telephone Number \_\_\_\_\_

SIGNATURE OF PARENT(S) OR GUARDIAN(S) IF PARTICIPANT IS A MINOR, and by their signature they, on my behalf release all claims that both they and I may have.

\_\_\_\_\_  
(Parent signature if Participant is a minor) Date: \_\_\_\_\_  
\_\_\_\_\_  
(Parent signature if Participant is a Minor) Date: \_\_\_\_\_

EVENT RERESENTATIVE CONFIRMATION

I HAVE REVIEWED THIS AGREEMENT AND CONFIRM THAT IT HAS BEEN PROPERLY COMPLETED.

Signature of Event Representative \_\_\_\_\_ Date \_\_\_\_\_