

# Sea Otter Classic Foundation

## WAIVER AND RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

In consideration of my voluntary participation in the Sea Otter Classic and related events (the "Activity"), I, the undersigned participant, hereby waive all claims, and/or causes of action, including negligence, against the Sea Otter Classic Foundation, The Cypress Group LLC, event sponsors, race directors, event producers, volunteers, all states, cities, counties, localities, and the U.S. government in which events or segments of events are held, and the officers, directors, employees, representatives and agents of any of the above, all of which are collectively hereinafter referred to as the Sea Otter Classic Foundation, arising out of my participation in the activity, I agree not to sue, and I agree to release and hold the Sea Otter Classic Foundation harmless from all liability, including negligence, in connection with my participation. "Participation" includes, but is not limited to, travel to and from the activity. I understand and acknowledge that such participation could result in loss of or damage to my or another person's property, serious injury to my body, or another person's body, including mental and emotional injury or trauma, and/or death.

Knowing, understanding, and fully appreciating all of these consequences, I hereby expressly, voluntarily, and willingly assume all risks and dangers associated with my participation. Some of these risks and dangers may include serious personal bodily and/or emotional injury, and/or death. I understand that this list is not exhaustive.

I have no physical or emotional conditions, which prevent me from fully participating in the activity. I understand and agree to obey all activity rules, including safety rules. I understand that I am not to use or be under the influence of alcohol or drugs during the activity.

I have read this entire document and understand its terms and their legal significance. I have received a copy of this document. My acknowledgement and assumption of risk is freely and voluntarily given with the understanding that right to legal recourse against Sea Otter Classic Foundation is knowingly given up in return for allowing my participation in the activity. My signature on this document is intended not only to bind myself but all my successors, heirs, representatives, administrators and assigns. No oral representations, statements, or inducement apart from this written agreement have been made.

### **I HAVE READ THIS FORM IN ITS ENTIRETY.**

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Full Name

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Signature

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Date

### **PERSONS UNDER 18 YEARS OF AGE REQUIRE PARENT'S OR GUARDIAN'S SIGNATURE**

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Parent or Guardian

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Signature

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Date