

ACCIDENT WAIVER AND RELEASE OF LIABILITY -- READ BEFORE SIGNING:

In consideration of my acceptance into the O2Fitness program, its related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the O2Fitness program lead immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, in advance **HEREBY WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS** O2Fitness, Auburn Endurance Events, LLC, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH**, or loss or damage to person or property associated with my presence or participation, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.
5. I further understand that this program will require me to engage in strenuous physical activity at high altitude and in possible adverse weather conditions. I further understand that serious accidents occasionally occur in wilderness settings. I have been advised that I may be exposed to physical injury from a number of natural factors including lack of water, too much water, mountain lions, bears, deer, snakes, poison oak, uneven or rocky trail surfaces, lightning, wind, hail, sun exposure and other naturally occurring elements. I understand and acknowledge that I may become injured or incapacitated in a location where it is difficult or impossible for the program management to get required medical aid in time to avoid physical injury or even death. Knowing these risks associated with wilderness settings, nevertheless, I hereby agree to assume these risks and to release and hold harmless all persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release and assumption of risk, is to be binding on my heirs and assigns.
6. For all cycling programs, **I further agree to abide by the traffic laws of the State of California and all the rules and regulations set forth for this program, including that I am responsible for providing a bicycle in safe operating condition and for wearing a safety approved helmet.** I acknowledge that an approved helmet is required to be worn by me at all times while riding during these programs. Section 1542 of the civil code of the state of California which provides: "a general release does not extend to claims which the creditors does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor". **I understand that ANSI Z90 or SNELL approved helmets are mandatory.**

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE

GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____ Age: _____ Date Signed: _____

PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____ Date Signed: _____

PARENT/GUARDIAN'S SIGNATURE (print name)