

HAMPTON ROADS ADVENTURE LIABILITY WAIVER AND RELEASE FORM

Event Date: April 5th, 2008

Event Name: 2008 SPAR – Spring Adventure Race

We acknowledge that by signing this document, we are releasing Hampton Roads Adventure and their sponsors, respective agents, employees, volunteers, land owners, promoters and affiliates (collectively “releasees”) from liability. This entry blank and release is a contract with legal consequences. We have been advised to read it carefully before signing. In consideration of the Releasees acceptance of our application for entry into this Hampton Roads Adventure event, we hereby freely agree to and make the following contractual representations and agreements: We acknowledge that an adventure race is inherently dangerous sport and fully realize the dangers of participating in the event. WE FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, but not limited to, the following; risks described by Hampton Roads Adventure staff in the mandatory check-in meeting; possible collision with pedestrians, vehicles, other racers, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RELEASEES’ OWN NEGLIGENCE, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic adventure race competition. For ourselves, our heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively “Successors”) WE HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and the sponsors of this event, the organizers and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be “Releasees”), FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES OWN NEGLIGENCE, which we have or which may hereafter accrue to us and from any and all damages which may be sustained by us directly or indirectly in connection with, of arising out of, our participation in or association with event, or travel to or from the event. We agree it is our responsibility to be familiar with the race disciplines, the Releasees’ rules, and any special regulations for the event. We understand and agree that situations may arise during the race which may be beyond the immediate control of the race officials or organizers, and we must continually participate so as to neither endanger ourselves nor others. We accept responsibility for the condition and adequacy of our competition equipment. We will compete wearing the specified safety equipment which satisfies the requirements of the Releasees Racing Rules or Regulations and that can protect against serious injury, and assume all responsibility and liability for the selection of such equipment. We have no physical or medical conditions which to our knowledge would endanger ourselves or others if we participate in this event, or would interfere with our ability to participate in this event. We agree, for ourselves and our successors, that the above representations are contractually binding, and are not mere recitals, and that should we or our successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as modification of any other provision herein or as a consent to any subsequent waiver or modification. We further release all rights to our images or accounts of our participation in this Hampton Roads Adventure event and grant Hampton Roads Adventure, the event promoters, staff, and or any sponsor connected with Hampton Roads Adventure or this event permission to publish any photo, video, written, or audio account of our participation without expectation of any form of compensation. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions which shall remain binding and enforceable.

Dated: _____

Signed: _____

PRINTED NAME: _____