

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT ("AGREEMENT")

I acknowledge that by signing this document, I am releasing **Mermaid Mafia Tri Club** and their respective agents, employees, members, sponsors, promoters and affiliates (collectively "releasees") from liability. The membership agreement and release is a contract with legal consequences. I have been advised to read it carefully before signing.

IN CONSIDERATION of acceptance of this entry or of my being permitted to take part in any event or activities of which the **Mermaid Mafia Tri Club** is associated with, I, for myself, my heirs, executors, administrator, successors and assigns, waive, release and discharge all claims for damages resulting from death, personal injury or property damage which I may have, or which may hereafter accrue to me as a result of my participation in this event. I understand this release is intended to discharge and release, in advance, the **Mermaid Mafia Tri Club**, its members and their respective agents, officers, officials, servants and representatives, and any involved municipalities and their respective agents and employees from and against any and all liability arising out of or connected in any way with my participation in the event or activities even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above.

I understand that serious accidents occur during swimming, bicycling, running, and related activities. I further understand that participants in such events or activities occasionally sustain serious personal injury, death and/or property damage as a consequence of that participation. My participation in these events and activities is purely voluntary, and I elect to participate in spite of the risks. Knowing the risks of participating or being present during a swimming, bicycling, running, or related activity, I, for myself, my heirs, executor, administrators, successors and assigns hereby agree to assume those risks and to release and hold harmless all of the persons and entities mentioned above who, through negligence or carelessness, might otherwise be liable to me for damages. I understand that if my mental or physical condition changes after the execution of this Agreement such that I am not capable of participating in the activities I am obliged to cease participating in the events and activities. I also understand that I am solely responsible for knowing and following the rules associated with the events and activities, and I am solely responsible for supplying and the adequate functioning of the equipment, gear and clothing for safe participation in the events and activities associated with the **Mermaid Mafia Tri Club**, even though the **Mermaid Mafia Tri Club** and/or the above named persons and/or entities may provide information regarding the rules, and suggestions regarding the proper equipment, gear and clothing, and maintenance thereof.

I hereby indemnify and hold harmless all of persons and entities mentioned above from any and all liabilities or claims made by other individuals or entities as a result of any of my actions, while I am engaged in any event or activity associated with the **Mermaid Mafia Tri**, including any litigation, expenses, attorney's fees, loss, liability, damage or cost which may occur as a result of any such claims. Should the **Mermaid Mafia Tri Club** or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

I understand and agree that this release will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had against the **Mermaid Mafia Tri Club** and all of persons and entities mentioned above, under statutory or common law existing now or in the future, on my own behalf and on behalf of my survivors, heirs and estate, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation in activities associated with the **Mermaid Mafia Tri Club**. I fully understand that I cannot hereafter make further claims or seek any further recovery of any nature whatsoever against the **Mermaid Mafia Tri Club**, or any of persons or entities mentioned above, based upon, arising out of, or in connection with my participation in events or activities associated with the **Mermaid Mafia Tri Club**, and I hereby expressly waive all future unknown claims caused by, or alleged to be caused by, any act or omission by the **Mermaid Mafia Tri Club** and/or any of persons and/or entities mentioned above.

I am aware of and specifically waive the provisions of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or settlement with the debtor." I am aware of and specifically waive the provisions of California Civil Code Section 1714, which provides in pertinent part as follows: "Everyone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person . . ."

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AT LEAST 18 YEARS OF AGE AND AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE **MERMAID MAFIA TRI CLUB** AND AFFILIATED PARTIES, AND SIGN IT OF MY OWN FREE WILL. I hereby represent that (i) I, and/or each of the minor on behalf of whom I am accepting responsibility, as the minor's parent or legal guardian, (hereafter "minor(s)") am in good health and in proper physical condition to participate in the Club; and (ii) I, and the minor(s), are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Club. I agree that it is my sole responsibility on my own behalf and the minor(s) to determine whether I and/or the minor(s) are sufficiently fit and healthy enough to participate in the Club. PRIOR TO THIS AGREEMENT'S EXECUTION I MAY CONSULT WITH AN ATTORNEY. FURTHER, I ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I MAY BE SURRENDERING CERTAIN LEGAL RIGHTS.

Execution by participant if 18 years of age or older and/or by a parent or legal guardian of a minor participant

Signature of participant if 18 years of age or older _____

Printed name of participant if 18 years of age or older _____

Signature if signing as the parent or legal guardian of a minor participant(s) _____

Printed name of parent or legal guardian signing on Behalf of a minor participant(s) _____

Printed name of first minor participant _____

Printed name of second minor participant _____

Printed name of third minor participant _____