

WEST COAST PENTATHLON, INC.
WAIVER AND RELEASE OF LIABILITY

WHEREAS modern pentathlon involves many inherent risks, dangers and hazards, including, but not limited to swimming, horseback riding, running in terrain, obstacle courses, the use and operation of air pistols, fencing equipment, equestrian equipment;

WHEREAS participation in modern pentathlon and pentathlon related activities, including, but not limited to those arising from or related to transportation, travel, meals, lodging, training, seminars, the administration of emergency medical attention, and all levels of competition could, supervised or unsupervised, chaperoned or un-chaperoned, with or without negligence on the part of event and/or training organizers, coaches, volunteers, athletes and spectators, result in SERIOUS INJURIES AND EVEN DEATH;

WHEREAS it is the mutual intention of the parties hereto that all participants, including, but not limited to managers, coaches, volunteers, and athletes in modern pentathlon and pentathlon related activities expressly, and to the maximum extent permitted by law, assume all of the risks incident or related thereto;

IT IS HEREBY AGREED AS FOLLOWS:

1. THE PARTICIPANT SHALL, ON HIS OR HER OWN BEHALF, AND ON BEHALF OF ANY AND ALL PERSONS WHO MAY NOW OR HEREAFTER HAVE STANDING TO MAKE A CLAIM ON HIS OR HER BEHALF, ACCEPT AND ASSUME ALL RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH HIS OR HER PARTICIPATION IN MODERN PENTATHLON AND/OR PENTATHLON RELATED ACTIVITIES. _____

2. THE PARTICIPANT SHALL, ON HIS OR HER OWN BEHALF, AND ON BEHALF OF ANY AND ALL PERSONS WHO MAY NOW OR HEREAFTER HAVE STANDING TO MAKE A CLAIM ON HIS OR HER BEHALF, WAIVE AND RELEASE ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR STRICT LIABILITY, PRODUCT LIABILITY, NEGLIGENCE AND/OR GROSS NEGLIGENCE THAT HE OR SHE MAY NOW HAVE OR THAT MAY ARISE OR ACCRUE IN THE FUTURE AGAINST WEST COAST PENTATHLON, INC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, COACHES, VOLUNTEERS AND ALL OTHER PERSONS ARISING OUT OF OR RELATED TO HIS OR HER PARTICIPATION IN MODERN PENTATHLON AND/OR PENTATHLON RELATED ACTIVITIES, INCLUDING CLAIMS OF LIABILITY ARISING FROM OR RELATED TO ANY LOSS OF OR DAMAGE TO PERSONAL OR REAL PROPERTY, PERSONAL INJURY AND/OR DEATH THAT MAY BE SUFFERED BY THE PARTICIPANT, ANY PERSON IN THE "ZONE OF DANGER" AND/OR ANY PERSON WHO MAY NOW OR HEREAFTER OTHERWISE HAVE STANDING TO MAKE A CLAIM ON HIS OR HER BEHALF. _____

THE PARTICIPANT'S WAIVER AND RELEASE OF CLAIMS IS INTENDED TO EXTEND TO THOSE CLAIMS THAT WOULD NOT BE RELEASED UNDER CALIFORNIA CIVIL CODE § 1542 OR ANALOGOUS AUTHORITY FROM OTHER JURISDICTIONS, SAID SECTION PROVIDING:

“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 her settlement with the debtor.” _____

3. THE PARTICIPANT SHALL, ON HIS OR HER OWN BEHALF, AND ON BEHALF OF ANY AND ALL PERSONS WHO MAY NOW OR HEREAFTER HAVE STANDING TO MAKE A CLAIM ON HIS OR HER BEHALF, INDEMNIFY AND HOLD WEST COAST PENTATHLON, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, COACHES, VOLUNTEERS AND ALL OTHER PERSONS ACTING IN ANY AUTHORIZED OR OSTENSIBLY AUTHORIZED CAPACITY IN CONNECTION WITH WEST COAST PENTATHLON, INC. HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO ANY LOSS OF OR DAMAGE TO PERSONAL OR REAL PROPERTY, PERSONAL INJURY AND/OR DEATH THAT MAY BE SUFFERED BY THE PARTICIPANT, ANY PERSON IN THE “ZONE OF DANGER” AND/OR ANY PERSON WHO MAY NOW OR HEREAFTER OTHERWISE HAVE STANDING TO MAKE A CLAIM ON HIS OR HER BEHALF. _____

4. THIS AGREEMENT SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA. _____

I, and if applicable, my parent[s] and/or legal guardian[s] have read and understand this WAIVER AND RELEASE OF LIABILITY, have been informed of my/our right to consult with counsel of my/our choice prior to signing it, and I/we acknowledge and am/are aware of the fact that by signing this document, I/we expressly agree to and accept all of its terms and conditions on behalf of myself/ourselves, and all persons or entities who may otherwise be entitled to make a claim as a result of my participation in modern pentathlon and/or pentathlon related activities.

Participant Signature Participant Name (Print) Age

Parent/Guardian Signature Parent/Guardian Name (Print) Date

Home Address

Home Phone Number Office/Cell Phone Number E-mail