

# WOLFPACK HUSTLE

## VOLUNTARY WAIVER AND RELEASE AGREEMENT

This Voluntary Waiver and Release Agreement (“Agreement”) is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned’s parent or legal guardian (together with any heir, successor, representative or assign, collectively as “Participant”) in favor and for the sole and exclusive benefit of the Organizers (as defined herein). In connection with Participant’s involvement in the **2013 MIDNIGHT DRAG RACE** which shall take place in Los Angeles, California on Sunday, June 23, 2013 or any other event which may relate to the **2013 MIDNIGHT DRAG RACE** (collectively, the “Event”), Participant hereby certifies, warrants, represents, agrees and covenants to Wolfpack Hustle, Inc., Don Ward (an individual), Commuter Athletics LLC, American Bicycle Racing, the CITY OF LOS ANGELES, the State of California, its member organizations and member clubs and any of the respective Event sponsors, promoters and volunteers (individually and collectively, together with their respective affiliates, officers, employees, partners, shareholders, members, sponsors, contractors, agents, successors and assigns, the “Organizers”) that he/she is:

(1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE EVENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT’S INVOLVEMENT IN SUCH EVENT;

(2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT’S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT;

(3) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT’S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

ASSUMPTION OF RISK. PARTICIPANT AGREES THAT HE/SHE DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PARTICIPANT’S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT AGREES AND ACKNOWLEDGES THAT PARTICIPATING IN THE EVENT MAY BE POTENTIALLY HAZARDOUS, AND PARTICIPANT HEREBY ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING, WITHOUT LIMITATION, FALLS, CONTACT WITH OTHER PARTICIPANTS, THE EFFECTS OF WEATHER AND THE CONDITION OF ROAD SURFACES. FURTHERMORE, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT’S INVOLVEMENT IN THE EVENT AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPANT HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS THE ORGANIZERS FROM AND AGAINST ANY AND ALL CLAIMS (WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT, INCLUDING STRICT LIABILITY, OR OTHER LEGAL THEORY), DAMAGES, LIABILITIES, COSTS AND EXPENSES, WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, DEATH, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND OR NATURE, ARISING OUT OF OR RELATING TO PARTICIPANT’S INVOLVEMENT IN THE EVENT AND ALL ACTIVITIES ASSOCIATED THEREWITH.

Each Participant understands that by signing this Agreement, each Participant covenants and agrees that such Participant, as well as such Participant's heirs, executors, administrators, successors and assigns, will never institute any suit or action at law, or otherwise, against any of the Organizers, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to Participant's person or property, or both, which may result from the Participant's participation in the Event or any other Event associated therewith. Each Participant agrees to defend and hold the Organizers harmless from any loss or damages, including attorneys' fees and costs, sustained by Organizers, or any one or more of them, as a result of any Participant's rescission of this Agreement or breach of its covenants or agreements contained in this paragraph.

**MEDICAL ATTENTION.** Participant agrees that during the Event, the Organizers are authorized to secure appropriate medical attention for Participant in the event of an accident, illness or injury. Participant shall be responsible for any and all costs of medical coverage and treatment provided not covered by Participant's or any other applicable insurance policy.

**IMAGE RELEASE.** Participant further agrees that the Organizers shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Event and to use Participant's name, likeness, voice and biographical information in connection therewith. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

**GOVERNING LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of California, without regard to that State's rules with respect to choice of law. Participant further agrees that venue in any legal action shall exist exclusively in the Orange County Superior Court (California) and agrees not to assert any objection to the jurisdiction and venue of such Court.

**THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.**

Participant hereby certifies that all information provided on all forms is true, accurate and complete in all respects.

Participant accepts and acknowledges 1 day free membership in **American Bicycle Racing** on the day of event.

Sign to agree to the above waiver:

Name \_\_\_\_\_  
Date \_\_\_\_\_

If participant is under the age of 18 a parent or legal guardian must sign:

Name \_\_\_\_\_  
Date \_\_\_\_\_

Graciously prepared by:



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