

EX2 Adventures, LLC
LIABILITY WAIVER - MINOR

I, _____ (“Guardian”), as the parent or legal guardian of _____ (“Racer”), hereby agree on behalf of Racer to be bound by and understand and acknowledge the following terms, conditions and statements related to participation in the _____ (the “Race”) located at _____ and held on the _____ day of _____, 2009, which is being produced by EX2 Adventures, LLC, its affiliates, partners, agents and contractors (“EX2”):

- A. Guardian acknowledges and agrees that participation in the Race, and adventure sports races generally, entails known and unknown risks and hazards that could result in physical or emotional injury, damage or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability to Racer, to property or to third parties. Guardian acknowledges that such risks and hazards cannot be eliminated or reduced without jeopardizing the essential qualities of the activity. Guardian hereby voluntarily assumes the risks and hazards related to Racer’s participation in the Race, and recognizes that EX2 would not have allowed Racer to participate in the Race otherwise.
- B. Guardian acknowledges and agrees that Guardian has made his or her own independent investigation into the physical conditions of the Race course and location, and decided to allow Racer to participate in the Race based solely upon such independent investigation. Guardian acknowledges and agrees that EX2 has not made any material statements upon which Guardian or Racer have relied in making any decision whether to participate in the Race or any portion thereof, and has not forced or improperly influenced Guardian into allowing Racer to participate in the Race. Guardian understands that he or she can choose not to allow Racer to participate in all or any portion of the Race at any time.
- C. Guardian represents to EX2 that Racer is in sufficient physical and mental condition to enable Racer to participate in the Race without any risk of injury to Racer. Racer should not participate in the Race if he or she has a medical condition that could render Racer’s participation dangerous to his or her health. Guardian authorizes EX2 to initiate emergency evacuation or treatment in case of serious injury or illness to Racer. Guardian also agrees to pay for all costs associated with any such emergency rescue and/or related medical treatment that might arise as a result of Racer’s participation in the Race.
- D. Guardian has truthfully and completely disclosed all of Racer’s medical conditions and all physical activity concerns referenced on any completed “MEDICAL/PHYSICAL CONCERNS QUESTIONNAIRE”. Guardian acknowledges and agrees that EX2 is not rendering any medical opinions or advice concerning Racer’s physical condition or ability to participate in the Race.
- E. Guardian acknowledges and agrees that other racers and volunteers will be participating in the Race and that EX2 is not responsible or liable for the acts of any such third parties. Guardian hereby releases EX2 from any Claims (defined herein) arising from the acts of any third parties that result in injury or damage to Racer. Guardian also agrees that Racer will comply with all Race rules and procedures provided by EX2, and will not act in any manner that causes damage or injury to any other racer, volunteer or other third party.
- F. Guardian acknowledges and agrees that the Race activities are strictly voluntary, and it is always the responsibility of the Guardian to limit Racer’s participation in any way Guardian deems appropriate. The failure of Guardian or Racer to follow Race rules, procedures and safety instructions may lead to Racer’s removal from the Race, at the sole discretion of EX2. Guardian agrees that Racer may be transported by EX2 or its authorized agents to and from activities at various Race locations.
- G. Guardian hereby authorizes EX2 and its authorized agents to photograph and/or film Racer, and transfers all rights in such photograph and/or film to EX2. Neither Guardian, nor Racer will be notified if Racer’s photograph or likeness is to be published and/or used for profit.
- H. Guardian agrees to indemnify, defend and hold EX2, USAT, Team Unlimited, the owners of the Race locations and/or facilities, all other affiliates, partners and volunteers of EX2 involved in the production of the Race, and their officers, directors, employees, agents and contractors (“EX2 Releasees”), harmless from and against all claims, suits, demands, actions, proceedings, awards, judgments, penalties, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and expert witness fees) (collectively, “Claims”) arising from or based upon any act or omission of Guardian or Racer; and will pay resulting costs, damages and attorneys’ fees finally awarded, provided that: (a) the EX2 Releasee promptly notifies Guardian of any such Claim; and (b) Guardian has sole control of the defense of such Claims and all related settlement negotiations.

By signing this document, I acknowledge that I have read, agree to and fully understand this document.

X _____ / /
Guardian Signature (Date)

Emergency Contact: _____ **Relationship:** _____ **Phone:** _____