

**24: THE BANG
WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

1. I, the undersigned, am over 18 years of age, and wish to participate in 24: The BANG (“BANG 24”), scheduled for July 18, 2009, in San Jose, California. I am executing this waiver of liability and assumption of risk as a condition of, and in consideration for, my participation in BANG 24. I understand that participating in BANG 24 exposes me to a variety of risks from activities that are part of BANG 24, including, without limitation, eating, drinking, running, and various athletic activities, and I understand that it is my responsibility to ensure that my physical condition is suitable for my participation in BANG 24 and ensure that the area (environment) where I participate is reasonably safe and secure for such participation. Such risks include, but are not limited to: injury or death to myself; damage or destruction of my personal property or the personal property of others; crime affecting my person or property; and prosecution by federal, state, or local authorities. I agree and warrant that if, at any time during BANG 24, I feel anything to be unsafe, I will promptly advise BANG 24 Organizers (as defined below) and will leave such area and/or discontinue such activity.

2. By signing below, I hereby:

A. ACKNOWLEDGE THAT I FULLY UNDERSTAND THE RISKS OF PARTICIPATING IN BANG 24, AND THAT SUCH PARTICIPATION IS POTENTIALLY DANGEROUS, AND ASSUME ALL OF THE RISKS (WHETHER OR NOT SPECIFICALLY DESCRIBED HEREIN) ARISING FROM, OR RELATED TO, MY PARTICIPATION IN BANG 24, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY OF THOSE ORGANIZING, PLANNING, SPONSORING, OFFICIATING, OBSERVING OR ASSISTING WITH BANG 24 OR THEIR REPRESENTATIVES, SUCCESSORS, ASSIGNS AND AGENTS (COLLECTIVELY, THE “BANG 24 ORGANIZERS”), OTHER PARTICIPANTS, OR OTHERWISE.

B. RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE BANG 24 ORGANIZERS AND EACH OF THEM FOR ANY AND ALL LIABILITY TO ME AND MY FAMILY MEMBERS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, ASSIGNS, HEIRS, NEXT OF KIN AND SUCCESSORS FOR ANY LOSS, DAMAGE, CLAIM OR DEMAND MADE ON ACCOUNT OF INJURY TO ME OR MY PROPERTY OR RESULTING IN MY DEATH, ARISING FROM, OR RELATED TO PARTICIPATION IN, OR TRANSPORTATION DURING OR TO OR FROM, BANG 24, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY OF THE BANG 24 ORGANIZERS, OTHER PARTICIPANTS, OR OTHERWISE; AND

C. INDEMNIFY AND HOLD HARMLESS THE BANG 24 ORGANIZERS AND EACH OF THEM FROM ANY COSTS AND LIABILITIES OF INJURY, DAMAGE OR DEATH ARISING FROM OR RELATED TO PARTICIPATION IN BANG 24 INCLUDING, WITHOUT LIMITATION, MY PRESENCE IN THE AREA WHERE BANG 24 IS BEING CONDUCTED, ANY ACT OR OMISSION ON MY PART, AND ANY BREACH OF ANY AGREEMENT OR WARRANTY SET FORTH HEREIN, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY OF THE BANG 24 ORGANIZERS, OTHER PARTICIPANTS, OR OTHERWISE.

3. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

4. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident and/or illness during this event.

5. I understand and agree that this waiver of liability and assumption of risk shall be governed by and construed in accordance with the laws of State of California, and that it is intended to be as broad and inclusive as permitted under such laws. If any portion of it is held to be invalid, I agree that the remaining terms shall continue to be in full legal force and effect.

6. I HAVE READ THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK CAREFULLY. I UNDERSTAND THAT BY SIGNING BELOW I AM ASSUMING ALL RISK ASSOCIATED WITH MY PARTICIPATION IN BANG 24, AND THAT I AM RELEASING, INDEMNIFYING AND HOLDING HARMLESS THE BANG 24 ORGANIZERS FROM ANY LIABILITY RELATED TO OR ARISING OUT OF MY PARTICIPATION IN BANG 24. I AM SIGNING THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK OF MY OWN FREE WILL.

Team Name

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Team Contact Number