

## WAIVER OF LIABILITY AND ASSUMPTION OF RISK

1. I, the undersigned, wish to participate in an event titled The Doctor When Game ("Doctor When"), scheduled for March 31-April 1, 2012, in the state of California. I am executing this waiver of liability and assumption of risk as a condition of, and in consideration for, my participation in "Doctor When." I understand that participating in "Doctor When" exposes me to a variety of risks from activities that are part of "Doctor When," including, without limitation, running, driving, various athletic activities, and walking in unsupervised areas, and I understand that it is my responsibility to ensure that my physical condition is suitable for my participation in "Doctor When." I also understand that it is my responsibility to ensure that the routes I take and 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 "Doctor When," I feel anything to be unsafe, I will promptly advise "The Doctor When Organizers" (as defined below) and will leave such area and/or discontinue such activity. I understand that "The Doctor When Organizers" do not warrant the condition of any equipment or the condition of the course. The participants specifically waive any breach of warranty of the equipment used in the event or the condition of the course. I certify that I am physically fit, have sufficiently trained in the event and have not been advised otherwise by a qualified medical person. I agree that I will have a valid driver's license, that I have valid auto insurance coverage and that I will not consume any alcohol during the event if I drive a motor vehicle during the event.

2. By signing below, I hereby:

- A. Acknowledge that I fully understand the risks of participating in "Doctor When," 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 "Doctor When," whether or not caused by the negligence of any of those organizing, planning, sponsoring, officiating, observing or assisting with "Doctor When," Cohn Stuart Partners, Doctor When Game Control members, or their representatives, successors, assigns and agents (collectively, "The Doctor When Organizers"), other participants, or otherwise.
- B. Release, discharge, and covenant not to sue "The Doctor When 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, "Doctor When", whether or not caused by the negligence of any of "The Doctor When Organizers," other participants, or otherwise; and
- C. Indemnify and hold harmless "The Doctor When Organizers" and each of them from any costs and liabilities of injury, damage, or death arising from or related to participation in "Doctor When" including, without limitation, my presence in the area where "Doctor When" 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 Doctor When 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. I realize that if I have medical insurance or medical coverage of any kind it will be the primary coverage for any injury that I sustain.

5. I will not consume alcohol during this event.

6. 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 the 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.

7. I agree to abide by the following safety rules for the event:

- A. I recognize that it is my responsibility to remain hydrated throughout the event.
- B. I will take naps throughout the event as needed in order to safely participate in the event.
- C. My team will ensure that the driver of our vehicle will take sufficient breaks, naps, and trade off with another driver as needed in order to safely operate the vehicle.
- D. I acknowledge that if I do not agree to any terms in this agreement, I will not be able to participate in "Doctor When." In that case, I will notify "The Doctor When Organizers" before the event.

8. 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 "Doctor When," and that I am releasing, indemnifying and holding harmless "The Doctor When Organizers" from any liability related to or arising out of my participation in "Doctor When." I am signing this waiver of liability and assumption of risk of my own free will.

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Print Name

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Team Name

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Signature

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Date

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release of "The Doctor When Organizers" from any liability arising from his/her participation in "Doctor When", and that I release, indemnify, and hold harmless "The Doctor When Organizers" from any liability related to or arising out of his/her participation in "Doctor When". I am signing this waiver of liability and assumption of risk of my own free will.

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Print Parent/Guardian's Name

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Emergency phone number

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Parent/Guardian's Signature

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Date