

Bib #: \_\_\_\_\_  
Division: \_\_\_\_\_  
Team Name: \_\_\_\_\_

# ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND RELEASE

*READ CAREFULLY READ CAREFULLY READ CAREFULLY*

The undersigned ("Participant") wishes to participate in the Oyster Racing Series, d.b.a., Austin Oyster Urban Adventure Race produced by TeamSage Productions, Inc. ("TSP") on October 11, 2009 (the "Event"). As a condition to participating in the Event, Participant must execute this Acknowledgement and Assumption of Risk and Release.

Participant fully understands and acknowledges the inherent risks involved in the Event, and knowingly assumes and accepts those risks. Participant, for himself or herself, and his or her heirs and legal representatives, hereby releases, indemnifies and agrees to hold harmless TSP, Merrell, Native Eyewear, Deschutes Brewery, Austin Parks Foundation and all of their officers, directors, shareholders, partners, representatives, employees, agents, volunteers, members, insurers, and all participants and sponsors of the Event, from any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature, including attorneys' fees, and including any and all claims or causes of actions which may arise from illness, personal injuries, property damage, death or of any other damages or injuries not included herein, occurring during, or as a result of, my participation in the Event. This release includes any and all liability whether known or unknown, even though that liability may arise out of negligence or carelessness on the part of third parties, TSP, and/or any of the entities or persons mentioned above. The undersigned Participant agrees to accept all responsibility for the risks, conditions, and hazards which may occur whether or not they are now known.

Participant understands and acknowledges that disciplines of the Event may include: running, biking, skating, moving on non-motorized scooters, swimming, consumption of edible items, using floatation devices as a means of transportation, rappelling, roped and unroped climbing, moving, handling or carry heavy objects, and other disciplines traditionally found with adventure racing. Participant further understands and acknowledges that the Event will take place on public streets, sidewalks and thoroughfares and/or private property and that since the course is not closed to the public, there may exist hazards created by or existing because of the presence of non-participants in the Event (people and animals) and motor vehicles. Participant knowingly accepts any and all risks of participating in the Event (whether mentioned above or not) and agrees to execute this Acknowledgement and Assumption of Risk and Release notwithstanding those risks.

I understand that TSP and all of the entities mentioned above are relying on my execution of this Acknowledgement and Assumption of Risk and Release and that Participants permission to participate in the Event is complete and adequate consideration for my execution of this Acknowledgement and Assumption of Risk and Release.

In further consideration of my being granted the right to participate in the Event, Participant does hereby consent to and authorize TSP, its officers, directors, shareholders, partners, representatives, employees, agents, volunteers, participants, and sponsors, and/or any of the entities or persons mentioned above to obtain emergency medical treatment for me in the case of any illness or injury resulting from or occurring during my participation in the Event. Participant understands and accepts that any medical costs incurred with the respect to emergency medical treatment will be Participant's sole responsibility. Participant agrees that Participant will, at all times during my participation in the Event (which includes the time before the Event during which Participant is preparing for the Event and a reasonable time after the Event during which time Participant is in the area in which the Event is held), adhere to all safety rules and other rules and regulations of the Event.

Participant acknowledges that Participant is of legal age and fully competent, has read this Acknowledgement and Assumption of Risk and Release and fully understands it. If Participant is not of legal age, Participant and Participant's parent(s) or legal guardian acknowledge that they have each fully read the above Acknowledgement and Assumption of Risk and Release and understand it, and that Participant and Participant's parent(s) and/or legal guardian am/are fully bound by their execution of this Acknowledgement and Assumption of Risk and Release.

**Team Name:** \_\_\_\_\_ **Cell #** \_\_\_\_\_ (cell that will be on course)

**1) Participant's Signature:** \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Participant's parent or legal guardian (if under 18): \_\_\_\_\_ Date \_\_\_\_\_

**2) Participant's Signature:** \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Participant's parent or legal guardian (if under 18): \_\_\_\_\_ Date \_\_\_\_\_

**3) Participant's Signature:** \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Participant's parent or legal guardian (if under 18): \_\_\_\_\_ Date \_\_\_\_\_