

KAYAK WARS 2010 MINOR RELEASE WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of being allowed to participate in any way in Kayak Wars 2010 February 1st to December 14th the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in Kayak Wars 2010, he or she should realize the risk associate with kayak fishing, and if he or she believes anything is unsafe, the participant, should refuse to participate. In addition, the parent(s) and/or legal guardian(s) should also evaluate the risks associated with kayak fishing and should refuse participation if he or she believes Kayak Wars is unsafe.

2. I/we fully understand and acknowledge that:

(a) There are risks and dangers associated with participation in Kayak Wars and activities which could result in bodily injury, partial and/or total disability, paralysis and death.

(b) The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.

(c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the "Releasees" named below.

(d) There may be other risks not known to us or are not reasonably foreseeable at this time.

3. I/we accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the "Releasees" named below.

4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, Ocean Epics LLC, Kayak Wars and its organizers or any subdivision thereof, including but not limited to, promoters, sponsors, advertisers, their officers, agents and employees, all for the purposes herein referred to as "Releasees," from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, including but not limited to the death of the participant or damage to property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.

5. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against Kayak Wars, Ocean Epics LLC or its employees, they agree to hold Kayak Wars, Ocean Epics LLC or its employees harmless.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, AND UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENT.

1. _____
Parent or Guardian (Signature/Relationship) Date

2. _____
Parent or Guardian (Signature/Relationship) Date

3. _____
Printed Name of Parent or Guardian

4. _____
Printed Name of Parent or Guardian

5. _____
Printed Name of Minor / participant