HPS Competition

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

By signing this document you waive certain legal rights, including the right to sue.
PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING
EXPRESS ASSUMPTION OF THE RISKS ASSOCIATED WITH PARTICIPATING IN WHAT IS KNOWN AS THE HPS Competition.

I, _____, do hereby affirm and acknowledge that I have been fully
[Print Full Name of Participant]
informed of the inherent hazards and risks associated with participating in what is known as the HPS Competition including but not limited to the event, the Design Criteria and Operational Guidelines for the event (hereinafter collectively referred to as "The Event"). I fully understand that these risks can lead to severe injury and even death. I understand that participation includes scuba diving operations with all the associated risk therein and that it may be conducted at a site that is remote from a recompression chamber, nevertheless, I choose to proceed even in the absence of a recompression chamber. Additionally, I understand that there are also risks associated with travel to and from the site but not limited to the possible injury or loss of the life as a result of a setting up the submarines, launching the submarines, recovering of the submarines, and disassembly of the submarines, as well as travel to and from The Event and participating in The Event. Despite the potential hazards and damages associated with The Event, I wish to proceed and I freely accept and expressly assume all risks, dangers, and hazards that may arise from participating in The Event and which could result in personal injury, death and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:
In consideration of being allowed to participate in The Event as well as the use of any of the facilities and the use of any equipment of the below listed releases; I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS that I may have in the future against any of the following named persons or entities (hereinafter referred to as Releases):
    a. HPS Competition
    b. ASME International
    c. All Judges presiding over The Event
    d. The Judging Committee
    e. Offshore Model Basin
    f. All sponsors of The Event, their officers, directors, employees, agents and volunteers
2. To release the above named releases, their officers, directors, employees, sponsors, agents, independent contractors and volunteers, from all liability and responsibility, whatsoever, for any claim or cause of action in law, equity or admiralty (including but not limited to reasonable attorney's fees and legal cost) that I , my estate, heirs, executors or assigns may have for wrongful death, whether caused by the active or passive negligence, product liability or breach of warranty of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless for any injury (personal or property) or death which may occur to me while participating in any phase of The Event within or without the premises, including but not limited to, all endeavors, parking facilities, dressing areas, work areas, submarine stalls, showers, rest rooms, offices and every other area of The Event or connected with same.
3. By entering into this Agreement, I am not relying on any oral or written representations made by the Releasees, other than what is set forth in this Agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America.

I hereby declare that I am of legal age, in good physical condition with no history of any condition which would impair my ability to participate in the strenuous activities of The Event and am competent to sign this Agreement. I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

X_____ _____
Signature of Participant Date

_____ _____
Address WITNESS Signature

_____ _____
City, State, Zip Witness Name (Print)

_____
Telephone Number

All participants must be 18 years of age by July 28, 2004.