

***Higher Flyers
Waiver, Release, & Hold Harmless Agreement***

I _____ (together with my parent or guardian, if I am under the age of eighteen or under a legal disability) represent covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under, or through me, as follows:

I acknowledge that participating in the above noted Activity involves certain risks (some of which I may not fully appreciate) and that injury, death, property damage or other harm could occur to others or me. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of Higher Flyers, Marina High School, Ocean View School District, Golden West College, Coastline Community College District, USATF, their Trustees and insurers ("Released Parties"). The USATF strongly recommends that each club member have an annual physical examination and carry personal health and accident insurance.

I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from my participation and travel that may be associated with the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of the Released Parties.

I have carefully read and reviewed this Waiver, Release & Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

EXECUTED this _____ day of _____, 20_____

Participant Signature _____

Parent or Guardian Signature (if under 18). _____

Parent/Guardian Printed Name (if under 18). _____