

2002 Talimena Drive Xtreme Downhill WAIVER AND RELEASE

*ALL COMPETITORS MUST EXECUTE THE FOLLOWING NAME AND LIKENESS
RELEASE,
WAIVER, AND RELEASE OF LIABILITY AND*

Name and Likeness Release

As a condition of my being permitted to compete in the Talimena Drive Xtreme Downhill, a gravity competition to be held in Leflore County, Oklahoma on June 15 and 16, 2002 (the "Event"). I hereby grant any media, production companies, or distributors permission to utilize my appearance, name, voice and likeness in connection with the Event, publicity for the Event and future editions of the Event and in connection with the promotion of the Event in any and all manner and media throughout the world in perpetuity. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I hereby assign all right, title, and interest I may have in any and all media in which any or all of my appearance, name, voice or likeness have been captured in connection with the above to distributors, along with full rights of assignability.

Physical Condition

I am physically fit to participate in the event(s) in which I have chosen to participate, and have not been advised otherwise by a medical practitioner.

Equipment and Facilities Inspection

I agree that before I participate in any event, I will inspect the related facilities and equipment. I will immediately advise the supervisor of the event of any unsafe condition that I observe. I will refuse to participate in the event until all unsafe conditions observed by me have been remedied.

Assumption of Risk

I understand that I, and each participant in the Event will be engaging in activities that involve the risk of serious injury, illness, permanent disability, dismemberment and death, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other participants in, and the sponsors, organizers and volunteers of the Event) and from the rules of play, the challenges of the event and the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or the sponsors, organizers, and volunteers, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate.

I assume all of the foregoing risks including the risk of any negligence by other participants or by Leflore County, Oklahoma, the organizers, sponsors, or volunteers of the Event and their respective owners, directors, officers, employees, or agents, and the risk of injury caused by the condition of any property, facilities, or equipment used during the Event and accept personal responsibility for any injury (including, but not limited to personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the Event or my participation therein or my attendance thereat.

Liability Release and Indemnity Agreement

I hereby release and forever discharge and agree to save and hold harmless the Event, the organizers and promoters of the event, Leflore County, the US Forestry Dept, and their respective parents and their subsidiaries and volunteers associated or affiliated with the Talimena Drive Xtreme Downhill races, the owners, lessors and lessees of the property, facilities and equipment used in connection with the Event, the respective organizers, directors, officers, employees, and agents of all of them, and the other participants in the Event (each such entity or individual being referred to as a "Released Party") of and from any and all injuries (including, but not limited to personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in whole or in part by the action, negligence, failure to act or condition of the property, facilities or equipment of any Released Party and that arise out of or in connection with the Event or my participation therein or my attendance thereat.

Medical Treatment

In connection with any injury that I may sustain or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

Severability of Provisions

I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provisions herein found by a court to be void and unenforceable shall not affect the validity or enforceability of any other provisions.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITATOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I HAVE READ AND HAVE UNDERSTOOD THIS RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.

Signature: _____ Print Name: _____
Address: _____ Date: _____
_____ Event(s) _____

IF THE PERSON EXECUTING THE RELEASE IS A MINOR, THE FOLLOWING SECTION MUST BE COMPLETED:

I represent the, I am a parent or guardian of the minor who has signed the above release, and I hereby agree that we both shall be bound thereby.

Signature: _____ Relationship to Minor: _____
Address: _____ Date: _____