



HPS 2008



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

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PRINT DATE: 2008-01-03

By signing this document you waive certain legal rights, including the right to sue.

I, _____, do hereby acknowledge and affirm
[Print Full Name of Participant]

that I have been informed and am fully aware of the inherent hazards and risks associated with participating in the event known as HPS 2008 (hereinafter referred to as "the Event"). I fully understand that these risks can lead to property damage, personal injury and even death. I understand that participation includes scuba diving operations with all the associated risk thereof 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 being at the site(s) of the Event and participating in the Event, including but not limited to, the possibility of injury to person or property or loss of life as a result of transporting the submarines, loading and unloading the submarines, launching the submarines, recovering the submarines, and assembly and disassembly of the submarines. I further understand that there are risks associated with travel to and from the Event. Despite the potential hazards and risks 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/or property damage to me.

In consideration of being allowed to participate in the Event and in consideration of the use of any of the facilities and the use of any equipment of the below listed Releasees; 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 persons or entities (herein referred to as Releasees):
 - a. HPS 2008, also known as the Human Powered Submarine Contest, and its directors, committee and subcommittee members, advisors, consultants, dive masters, safety divers, safety diver coordinators and all other volunteers and participants;
 - b. ASME International, ASME Region IX, and the San Diego Section of ASME;
 - c. All Officials 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 Releasees, 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 costs) that I, my estate, heirs, executors or assigns may have for personal injury, death and/or property damage to me, whether caused by the active or passive negligence, carelessness, product liability or breach of warranty of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless for any personal injury, death and/or property damage to me that may occur while participating in any phase of the Event and at any location where any part of the Event is located.

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 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 will be at least 18 years of age on or before July 28, 2008, and that I am 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, AND I AGREE TO BE BOUND BY IT.

Signature and Date :