

SPACEPORT AMERICA RELAY RACE WAIVER AND RELEASE OF LIABILITY FORM

I, THE UNDERSIGNED, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE SPACEPORT AMERICA RELAY RACE EVENT (THE "EVENT") AND ANY/ALL ACTIVITIES ASSOCIATED WITH THE EVENT (THE "EVENT ACTIVITIES"), including, by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities hereby released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for my participation in the Event or Event Activities, and have not been advised to refrain from participation by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Event or Event Activities. I further certify that I am not under the influence of any narcotic, alcohol or other drug that may impair my understanding or judgment and that I will not at any time during the event operate my motor vehicle under the influence of any narcotic, alcohol or drug.

I acknowledge that this Waiver and Release of Liability Form will be used by MH Enterprises, LLC, and the sponsors and organizers of the Event and Event Activities, and that it will govern my actions and responsibilities with respect to the Event and the Event Activities in which I participate. In consideration of my application and permission to participate in the Event and the Event Activities in which I participate, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons hereby released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may occur to me, including my traveling to and from the Event or Event Activities. THE FOLLOWING ENTITIES OR PERSONS ARE HEREBY RELEASED: MH Enterprises, LLC and/or their respective directors, officers, employees, volunteers, representatives and agents (collectively, the "Released Persons"); and
- (B) I INDEMNIFY, DEFEND AND HOLD HARMLESS, AND PROMISE NOT TO SUE the Released Persons mentioned in subparagraph (A) above, from any and all liabilities, claims, demands, causes of action, loss or expense (including reasonable attorneys fees and costs) of every kind or nature ("Liabilities") made by other individuals as a result of my participation and actions in the Event and in any Event Activities, whether caused by the negligence or fault of any of the Released Persons, or otherwise. I further agree that if, despite this release of liability and contract, I, or anyone on my behalf, makes a claim for Liability against any of the Released Persons, I will indemnify, defend and hold harmless each of the Released Persons from any such Liabilities which any may be incurred as a result of such claim. Accordingly, I do hereby release and discharge the Released Persons from all Liabilities for any death, damages, and/or injuries which may result from my participation in the Event and any Event Activities.

I acknowledge that the Released Persons are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting the Event or any specific Event Activities. I acknowledge that the Event and any Event Activities in which I participate may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks and dangers include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, inadequate safety measures, spaceway traffic, condition of the spaceway surface, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the Event and any Event Activities. These risks are not only inherent to participants, but are also present for observers and volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Event or any Event Activities in which I participate. I agree to pay for any and all costs related to medical response, treatment and transport on my behalf. I understand that while participating in the Event or any Event Activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Event and Event Activities holders, producers, sponsors, organizers, and assigns.

I CERTIFY THAT I HAVE READ SPACEPORT AMERICA RELAY RACE WAIVER AND RELEASE OF LIABILITY FORM AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

_____	_____	_____	_____
Participant's Signature	Date	Participant's Name (Print Legibly)	Age
_____	_____		
Parent/Guardian Signature	Date		
(If under 18 years old, Parent or Guardian must also sign.)			