

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY  
AGREEMENT FOR The 2020 SCSC NATIONAL CHAMPIONSHIPS**

IN CONSIDERATION of being permitted to enter in any way The 2020 SCSC National Championships, (herein EVENT) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), or being permitted to enter onto any property owned by the County of Kern for the purpose of viewing the EVENT or participating in any function of the EVENT, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. DECLARES THAT IT IS THE INTENTION OF THE UNDERSIGNED TO ENCOURAGE POWERBOAT EVENTS AS A FORM OF ATHLETICISM, ENTERTAINMENT, AND RECREATION EVEN THOUGH THESE EVENTS SOMETIMES RESULT IN SERIOUS INJURY OR DEATH. THE UNDERSIGNED ALSO INTENDS FOR THIS DOCUMENT TO REMOVE ALL POSSIBLE LIABILITY FROM ABSOLUTELY ANYONE INVOLVED IN THE EVENT AS A MEANS OF ENCOURAGING THE EVENT TO HAPPEN.
2. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS, which he enters and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
3. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE The County of Kern, It's Officers, Employees, Agents, Commissions and Boards-Landowner/Muni, The Southern California Speedboat Club, RPM Racing Enterprises, promoter, participants, racing associations, sanctioning organizations or any subdivision thereof, officials, boat owners, drivers, crews, rescue personnel, any persons in any RESTRICTED or NON RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees" FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE UNDERSIGNED'S PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY AGREES TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur due to claims brought against the RELEASEES arising out of or related to the Undersigned's injury, health or death from EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. HEREBY AGREES TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS the releases the The County of Kern, It's Officers, Employees, Agents, Commissions and Boards-Landowner/Muni, The Southern California Speedboat Club, RPM Racing Enterprises, officials and volunteers FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur due to claims brought against the RELEASEES arising out of or related to the Undersigned's injury or death from EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
7. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the

Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

8. HEREBY agrees that there is SIGNIFICANT RISK of contracting a trans communicable disease of a type known or currently unknown to the public. Persons WITH NO SYMPTOMS could carry a disease which could be spread in any place where persons interact even with proper social distancing. THE UNDERSIGNED COULD CONTRACT A DISEASE AND TRANSMIT THAT DISEASE TO OTHERS. Event organizers DO NOT SCREEN attendees, participants, employees, volunteers, concessionaires, or any other persons for any sort of disease or symptoms. By signing below, you are acknowledging that an inherent risk of exposure to any disease, including COVID-19, exists in any public place where people are present. By attending the 2020 SCSC National Championships, the undersigned voluntarily assume all risks related to exposure to COVID-19 and agree not to hold The County of Kern, It's Officers, Employees, Agents, Commissions and Boards-Landowner/Muni, The Southern California Speedboat Club/RPM Racing Enterprises, or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any death, illness, or injury, economic or otherwise, that occurs by contracting any disease from others at this event. THE UNDERSIGNED declares that the undersigned has EVALUATED his or her own likelihood of being exposed to any disease and has examined his or herself for an symptoms or risk of exposure and finds that the undersigned has mitigated, to the fullest extent possible, the possible spreading of any disease. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE, and agrees to DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the RELEASEES, and each of them, from any all claims in any way related to exposure to or contraction of COVID-19 or any other communicable disease.
9. ACKNOWLEDGES that this is a DOUBLE SIDED DOCUMENT and that the UNDERSIGNED HAS READ AND COMPREHENDED ALL TERMS ON BOTH SIDES and intends to be bound by all terms to the fullest extant and intend for any judge, magistrate, administrator, trustee, or any person interpreting this document to give the greatest amount of latitude to end all liability that any and all persons or entities may have in connection with this event which I have actively encouraged to occur all while knowing injury or death could result from the event occurring. A POWERBOAT EVENT HAS INHERENT RISKS OF INJURY OR DEATH RESULTING FROM COLLISION, DROWNING, HYPOTHERMIA, PROPELLER RELATED TRAUMA, IMPACT FROM UNCONTROLLED WATERCRAFT, TRAFFIC RELATED IMPACTCS, AND ANY OCCURRENCE FROM A PUBLIC GATHERING TO VIEW AND SUPPORT POWERBOAT EVENTS. POWERBOAT EVENTS CANNOT OCCUR WITHOUT THESE RISKS AND THE UNDERSIGNED ASSUMES THE RISKS AND RELEASE ALL CHANCE OF RECOVERY IF I AM IMPACTED IN ANY WAY IF ANY OF THESE RISKS MATERIALIZE AS AN INCIDENT.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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DATE AND SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS