

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

1. I understand that sport and competition rocketry is an educational, safe and exciting hobby enjoyed by thousands world-wide. I also understand that rockets are propelled by powerful motors and may use electronic recovery devices that could misfire or malfunction. I ACKNOWLEDGE THAT THE ACTIVITY OF LAUNCHING ROCKETS POSES A RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE TO PARTICIPANTS AND OBSERVERS. I understand and agree that it is my responsibility to assess the hazards presented by my attendance at the rocket launch held on the date specified below, and further agree that I understand and EXPRESSLY ASSUME all the dangers incident to attendance at this rocket launch.

2. Despite my understanding of the risks described above, I AGREE NOT TO SUE AND TO RELEASE FROM LIABILITY AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE NATIONAL ASSOCIATION OF ROCKETRY AND THE SACRAMENTO AREA ROCKETRY GROUP, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, VOLUNTEERS, ACTIVITY PROMOTERS AND PARTICIPANTS and the landowner (the "Releasees") for any liability, claim, demand, cause of action, charge, expense, penalty and attorney fee resulting from my attendance at and/or participation in this activity, whether caused by any negligent act or omission of the Releasees or otherwise.

3. I expressly agree that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law. I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the Releasees if I am injured or damaged, or suffer any property damage, for any reason as a result of my attendance at and/or participation in this activity. I agree that this agreement shall be legally binding on my heirs and my legal representatives, and I sign it of my own free will.

Adult Participant/Observer Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

IF THE PARTICIPANT IS A MINOR, his or her custodial parent or legal guardian MUST ALSO read and execute this agreement.

1. Individually and as the parent or guardian of the Child (the "Child") named below, I HEREBY EXPRESSLY ASSUME ALL RISKS associated with the Child's attendance at and/or participation in this activity.

2. Despite my understanding of the risks described above, I, individually and as the parent or legal guardian of the Child, AGREE NOT TO SUE AND TO RELEASE FROM LIABILITY AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE NATIONAL ASSOCIATION OF ROCKETRY AND THE SACRAMENTO AREA ROCKETRY GROUP, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, VOLUNTEERS, ACTIVITY PROMOTERS AND PARTICIPANTS and the landowner (the "Releasees") for any liability, claim, demand, cause of action, charge, expense, penalty and attorney fee resulting from the Child's attendance at and/or participation in this activity, whether caused by any negligent act or omission of the Releasees or otherwise.

3. I understand that the foregoing is a WAIVER OF LIABILITY and an INDEMNITY AGREEMENT that is legally binding on me, the Child, our heirs and our legal representatives, and I sign it of my own free will. I hereby warrant that I am the legal guardian or custodial parent of the Child named below who is a minor, and agree, on my own and said minor's behalf, to the terms and conditions of the foregoing agreement.

Child Name (Print) \_\_\_\_\_ Custodial Parent/Legal Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_