

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I understand that from time to time, the Company wishes to organize and sponsor activities for the entertainment and social interaction of its employees. I understand that participation in such events is completely voluntary.

I desire to participate in one or more Company sponsored activities, which I understand may involve physical exertion, physical interactions between myself and other people, and/or interactions between myself and inanimate objects, and which may present some risk of harm to me (the "Activities"). I represent that I am over 18 years of age, and have evaluated the nature of the Activities before deciding that I am in suitable condition to participate.

As lawful consideration for being permitted by Company to participate in and enjoy these Activities, I agree to the terms and conditions set forth in this waiver, release of liability and assumption of risk agreement (this "Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES MAY PRESENT DANGER AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, successors and assigns (collectively, "Releasees"), on account of injury, death or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise.

I agree not to make or bring any claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under a claim related to my participation in the Activities.

I agree to defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by/awarded

against indemnified party, arising out or resulting from any claim of a third party related to the Activities.

This Agreement constitutes the sole and entire agreement between the Company and me with respect to my participation in the Activities, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to this subject matter. This Agreement is binding on and shall inure to the benefit of the Company and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed: _____

Printed Name: _____

Address: _____

Date: _____