

2001 ESPN European X Games Qualifier Waiver and Release

ALL COMPETITORS MUST EXECUTE THE FOLLOWING WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE

After Reading **Name and Likeness Release**

Initial Here

As a condition of my being permitted to compete in the 2001 ESPN European X Games Qualifier, a multi-sport, world-class competition to be televised by ESPN, Inc. and held in Barcelona, Spain, during July 19 to 22 (the "Event"), and in consideration of the opportunity to win cash prizes, qualify to participate in the 2001 ESPN X Games, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant permission to ESPN Productions, Inc., its parent companies, their successors and assigns (the "Distributors") to utilize my appearance, name, voice and likeness in connection with the Event in any and all manner and media throughout the world in perpetuity. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I hereby assign all right, title and interest I may have in any and all media in which any or all of my appearance, name, voice or likeness have been captured in connection with the above to Distributors along with full rights of assignability.

After Reading **Physical Condition**

Initial Here

I am physically fit to participate in the event(s) in which I have chosen to participate, and have not been advised otherwise by a medical practitioner.

After Reading **Equipment and Facilities Inspection**

Initial Here

I agree that before I participate in any event, I will inspect the related facilities and equipment. I will immediately advise the supervisor of the event of any unsafe condition that I observe. I will refuse to participate in the event until all unsafe conditions observed by me have been remedied.

After Reading **Assumption of Risk**

Initial Here

I understand that I, and each participant in the Events, will be engaging in activities that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other participants in, and the sponsors, organizers and volunteers of the Event) and from the rules of play, the challenges of the event and the condition of any facilities or equipment used. I also understand that there may be risks involved which are not known to me or to Hoffman Promotions, Inc./Bicycle Stunt Series, World Cup Skateboarding and Aggressive Skaters Association (collectively the "Organizers"), the Distributors, sponsors and volunteers, and to ESPN Star Sports, the entity producing programs of the event, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate.

I assume all of the foregoing risks including the risk of any negligence by other participants or by the event hosts and property owners, including, as applicable, the City of Barcelona, Savia producciones y eventos, S.A., its parent, related and affiliated companies, the Distributors, Organizers sponsors or volunteers of the Event, ESPN Star Sports and their respective owners, directors, officers employees or agents, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense of any kind or nature, that I or my property may suffer arising out of or in connection with the Events or my participation therein or attendance thereat.

Please read and fill out all additional information on the back

Liability Release and Indemnity Agreement

After Reading
Initial Here

I hereby release and forever discharge and agree to save and hold harmless the Distributors, the event hosts and property owners, including, as applicable, the City of Barcelona, Savia producciones y eventos, S.A., its parent, related and affiliated companies, the organizers, ESPN Sta Sports and their respective parents and their subsidiaries and affiliated companies and the Event, its sponsors and advertisers, any club, organization or volunteers associated or affiliated with the Event, the owners, lessors and lessees of facilities and equipment used in connection with the Event, the respective organizers, directors, officers, employees and agents of all of them, and the other participants in the Event (each such entity or individual being referred to as a "Released Party") of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness losses, damages, claims, liabilities or expenses of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in whole or in part by th action, negligence or failure to act of any Released Party and that arise out of or in connection with the Event or my participation therein or attendance thereat.

After Reading
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Medical Treatment

In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execut on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

After Reading
Initial Here

Severability of Provisions

I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

I HAVE READ AND HAVE UNDERSTOOD THIS RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.

Signature: _____ Print Name: _____

Address: _____ Date: _____

_____ Sport: _____

If the person executing the foregoing release is a minor, the following section must be completed:

I represent that I am a parent or guardian of the minor who has signed the above release, and I hereby agree that we both shall be bound thereby.

Signature: _____ Relationship to Minor: _____

Address: _____ Date: _____
