

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in the Del Mar Mud Run, or any related events and activities (referred to herein as Del Mar Mud Run Activity or Del Mar Mud Run Activities as the context requires), I acknowledge, appreciate, and agree that:

General. Risks of Del Mar Mud Run Activities include, but are not limited to, injury to the head, neck or spine; injury to muscles, bones, ligaments, tendons and other connective tissues; injury to internal and external organs, loss of or damage to sight, hearing, or teeth; long or short term disability; loss of income, career opportunities or the enjoyment of life and; pain, and scarring or disfigurement. The causes of possible injury are many, including but not limited to: injury from bodily contact, incidental or inherent in the nature of the activity; slipping and falling or tripping on surfaces, regardless of physical or environmental conditions; injury from warming up, practicing or training for participation; injury due to supervision or lack of supervision by Idea to Action or VAVi, Inc. employees or agents, including referees or officials, or to rules or regulations and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself, particularly in activities involving contact (or potential contact) with other persons, equipment or balls; or injury due to a disparity among other participants or teams with respect to experience level, strength, height, weight, age, ability, and the relative competitiveness or maturity of, between or among other participants and; malicious acts of other participants, regardless of whether Idea to Action or VAVi, Inc. had or should have had knowledge of the likelihood of malicious acts by such participant. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury cannot be eliminated.

Assumption of Risk. I KNOWINGLY AND FREELY ASSUME ALL RISKS RELATED TO OR ARISING OUT OF ANY DEL MAR MUD RUN ACTIVITY, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined in the next paragraph) or others and assume full responsibility for my participation.

Release from Liability. I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin and whomever else may have an interest either at common law or by operation of statute, HEREBY RELEASE, WAIVE, RELINQUISH, DISCHARGE AND COVENANT NOT TO SUE Ideas to Action or VAVi, Inc., its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Del Mar Mud Run Activity ("Releasees), FROM LIABILITY FROM ANY AND ALL CLAIMS FOR ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, SUSTAINED AS A RESULT OF, ARISING OUT OF OR RELATED TO ANY DEL MAR MUD RUN ACTIVITY, to the fullest extent permitted by law.

Indemnity. I further agree to indemnify, defend, save, and hold harmless the Releasees from and against any and all claims, demands, liabilities, damages, actions, causes of action, losses, injuries, costs, or expenses, including attorneys fees, arising out of or in any manner connected with my participation in any Del Mar Mud Run Activity, except to the extent caused solely by the willful misconduct of the Releasees. I acknowledge that the agreements made herein were and will continue to be a material and important consideration and inducement to Idea to Action or VAVi, Inc.'s admittance of me to any Del Mar Mud Run Activity.

Representations and Warranties. I represent and warrant I am in good physical condition and able to safely participate in any Del Mar Mud Run Activity in which I participate. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. I will not exceed my physical abilities during any Del Mar Mud Run Activity. I acknowledge that Idea to Action or VAVi, Inc. has made no recommendations or determinations as to my fitness or ability to participate in any Del Mar Mud Run Activity. I represent and warrant that I shall periodically and as needed consult with my physician, and shall not engage in any activity which is more rigorous than that recommended by such physician. I further agree that I will not use any equipment unless and until I have thoroughly familiarized myself with the correct use and operation thereof. I further agree that I shall not participate in any activity if I am ill, in poor health, or have any condition which might make my participation in the activity dangerous to me or if I have reason to believe I am injured or may become injured. I represent and warrant to Idea to Action and VAVi, Inc. that I have full legal authority to complete this registration process and agree to this Agreement.

Severability. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY AND INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE IDEA TO ACTION AND VAVI, INC. FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF ANY DEL MAR MUD RUN ACTIVITY.

PRINT PARTICIPANT NAME _____ PHONE _____

PARTICIPANT BIRTHDATE _____ DRIVER'S LICENSE # _____ DRIVER'S LICENSE STATE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

SIGNATURE _____ DATE: _____

EMERGENCY CONTACT _____ PHONE _____

KNOWN ALLERGIES, MEDICINAL REACTIONS, MEDICAL CONDITIONS (OPTIONAL) _____

SPECIAL CONDITIONS/REQUIREMENTS (OPTIONAL) _____