

Agreement for Release and Waiver of Liability

--Read Carefully-This Affects Your Legal Rights--

By signing this electronic waiver, I acknowledge that I've read it in its entirety and that I wish to participate in events sponsored by Patrol Base Abbate (hereinafter "PBA"). In return for the privilege of participating in PBA, I agree to adhere to the laws, to observe all safety precautions and practices, to take every precaution against fire, bodily harm, and property damage. While PBA arranges social activities and events for members of PBA, I inherently accept the risk of each activity that I take place in, and agree to abide by the binding laws that are applicable to each activity that PBA sponsors and takes place in.

In exchange for being permitted to participate in PBA activities and all related activities, I hereby release and agree not to make or bring any claim of any kind, including but not limited to legal claims, demands, causes of action and damages, including attorney fees, against PBA to include its clubs, officers, directors, members, employees, Captains, or guests or any landowners or other persons making property available for PBA for any injury (including death), to me or any damage to my property whether from anyone's negligence or gross negligence, or any other cause, arising out of my participation in any PBA sponsored activities. I also agree if anyone makes any claims because of any injury to me (including death) or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of these claims.

I further accept and assume all responsibility for damage to property that I might cause while participating in PBA activities. My decision to participate in PBA activities comes with the full understanding of the inherent risk that may be associated with each activity. I sign this document understanding that I am responsible to understand the inherent risks with any event that PBA sponsors, and that if I do not understand the risk it is my responsibility to research these risks.

At all times I will wear the proper safety equipment and clothing based on customary practice of the activity I am participating in. I assume all responsibility and liability for selection of the equipment given to me and it is my full responsibility to confirm that the safety equipment and clothing meets the requirements necessary to safely participate in a PBA sponsored activity. I understand that PBA does not guarantee that the safety equipment and clothing provided meets the required customary safety standard and I hold PBA free of any liability involving this safety equipment and clothing.

Medical Care - Participant does hereby release and forever discharge PBA from any liability, claims, and causes in action that arise or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Participant's involvement in PBA events.

Name Usage, Video, and Photographic Release - Participant does hereby grant and convey unto PBA all right, title and interest in any and all photographic images, video or audio recordings made by PBA during PBA events, including but not limited to royalties, proceeds, or other benefits derived. Participant authorizes the use of any photos, films, or sketches of the Participant taken during or related to PBA events for publicity, advertising, marketing, promotion or other commercial or legitimate purpose. Participant does hereby grant and convey

unto PBA all right, title, and interest in using participant names and images for any commercial or legitimate purpose to include donor relations material and social media content.

Consent to Medical Treatment - By signing below, I also certify that I give my consent to PBA and its agents or representatives to obtain medical care from any licensed physician, hospital, or clinic for the below named participant for any injury or illness that may arise during this activity. In the event of sickness or accidents, I will not hold PBA, its agents or representatives responsible. In case of sickness or accident, I authorize the calling of a medical doctor and/or providing of other medical services. I agree to pay for those medical services that are deemed necessary by medical authorities.

Strenuous Physical Fitness or Community Service Event - PBA events include athletic training and development in specific types of endurance events: running, weight lifting, cycling, hiking, and martial arts training, including, but not limited to, cross training such as calisthenics, free-body muscular development, weight raining, and flexibility development/stretching. These activities also may include, but not limited to, export construction activities, loading and unloading of heavy equipment and materials, operation of machinery, and local transportation to and from event sites. I know and understand there are risks inherent in all PBA events, including the potential for physical and mental injury, illness, disease, permanent paralysis, death, and property damage, to others or myself, and while particular safety practices, equipment, and personal discipline may reduce this risk, such risk may not be eliminated.

By signing this electronic waiver I also agree that I am physically capable to participate in the PBA activities that I attend and it is my responsibility to inform PBA through their designated staff leading each activity of any inherent risks that may be subject to me. If I decide to participate in PBA events that have inherent risks, I freely and voluntarily waive to hold PBA responsible for any damages that I cause to myself, someone else, or property as explicitly stated in this agreement.

Participant has been advised of the Participant's right to consult with an attorney of Participant's choosing in regard to this waiver of liability and hold harmless agreement. As long as I remain a member of PBA and take part in PBA activities this waiver will stay in effect until either: I disenroll from PBA and provide a written acknowledgement revoking this waiver; or I sign another Agreement for Release and Waiver of Liability with PBA in the future that revokes this current waiver.