

ACHIEVALYMPICS & CHILI BLAST WAIVER AGREEMENT

1. In consideration for receiving permission to participate in the AchievAlympics & Chili Blast (the "Event"), the undersigned hereby releases, waives, discharges and covenants not to sue Achieva Credit Union, its officers, servants, agents and employees and Coastal Seafari, LLC (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in the Event, or while in, on or upon the premises where the Event is being conducted, while in transit to or from the premises, or in any place or places connected with the Event.

2. The undersigned are fully aware of risks and hazards connected with being on the premises and participating in the Event, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the Event, and hereby elect to voluntarily participate in the Event, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous. The undersigned voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained, or any loss or damage to property, as a result of being a participant in the Event, whether caused by the negligence of releasees or otherwise.

3. The undersigned further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to participation in the Event, whether caused by the negligence of any or all of the releasees, or otherwise.

4. It is express intent that this Release shall bind the members of the undersigned's family and spouse and heirs, assigns and personal representative and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

5. The undersigned grant Achieva Credit Union permission to use his/her picture and/or depiction and/or the picture and/or depiction of his/her child in any and all publications, commercial art, advertising, and business purposes, without limitation or reservation or any compensation other than the intangible benefits. Further, the undersigned authorize Achieva Credit Union to edit, alter, copy, exhibit, publish or distribute this picture or depiction and waive the right to inspect or approve the finished product, including hard copy or electronic copy, wherein his/her picture or depiction appears and/or the picture or depiction of his/her child appears. Additionally, the undersigned waive any right to royalties other compensation arising or related to the use of his/her likeness or depiction in a photograph or video and/or the likeness or depiction of his/her child in a photograph or video.

In signing this waiver, the undersigned hereby acknowledge and represent that they:

- A. Have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. Are at least eighteen (18) years of age and fully competent and/or are legal guardian of the below named minor; and
- D. Execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Today's date: _____

Participant Signature: _____ (if above 18)

Printed Name: _____

Participant Guardian's Signature: _____, signing on behalf of his/herself and
as guardian of the following minor _____ (if under 18, with guardian)

Printed name of Guardian: _____