

WAIVER OF LIABILITY, ASSUMPTION OF RISK, CANCELATION AND CREDIT POLICY

WAIVER OF LIABILITY:

ALL PARTICIPANTS IN THE EVENTS PRODUCED BY **BY THE BEACH PRODUCTIONS, LLC., DBA: MERMAID SERIES** ("MERMAID SERIES") AND THEIR RELATED EVENTS ("EVENT") ARE REQUIRED TO, AND HEREBY DO, ASSUME ALL RISK OF PARTICIPATION IN THE EVENT BY SIGNING THIS GENERAL RELEASE AGREEMENT: The undersigned participant ("Participant") on behalf of himself/herself and on behalf of Participant's personal representatives, assigns, heirs, executors, and successors hereby fully and forever releases, waives, discharges and covenants not to sue the Mermaid Series, its affiliated corporations and charities, the city, county, state and all municipal agencies whose property and/or personnel are used or in any way, all sponsoring or co-sponsoring companies or individuals related to the Event, together with their officers, directors, employees, contract workers, successors and assigns, (collectively "Releasees") from all liability to the Participant and his/her personal representatives, assigns, heirs, executors, and successors for any and all loss(es), damage(s) and any and all claims or demands therefore, on account of injury to Participant, his/her property or resultant death, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with Participant's participation in the Event.

ASSUMPTION OF RISK:

Participant represents and warrants that he/she is in good physical condition and is able to safely participate in the Event. Participant is fully aware of the risks and hazards inherent in participating in the Event and hereby elects to voluntarily participate, knowing the risks associated with the Event. Participant hereby assumes all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her while participating in the Event.

Participant hereby grants to the medical director and or any E.M.T. at the Event, and his/her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorizes medical treatment as needed. Participant understands that they have the right to refuse medical care and advice of the Event medical directors and representatives; if Participant's medical condition becomes such that the Participant's mental capacity is questioned, the physician has the right to recommend and initiate treatment of Participant. It is understood and agreed that Participant hereby assumes liability for any and all medical expenses incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services. Participant warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing the Participant to participate in the Event. By agreeing to this

waiver and signing up for the Event the Participant agrees to receive email notifications about the event and related information from the MERMAID SERIES.

CREDIT & REFUND POLICY:

Participant acknowledges that the entry fee and Race Roster processing fee paid for the Event is non-refundable and non-transferable. No REFUNDS are offered, however a future race credit may be obtained by emailing info@mermaidseries.com, or by written request to Mermaid Series, 10 days prior to event. The Credit is only good for the Event entry fee paid and is subject to a minimum administration fee of \$10. The administration fee will not exceed 50% of the Event entry fee.

Participant acknowledges that if the participant chooses the “Mail My Packet Option” once the packet has been mailed the participant foregoes their right to a future race credit. Thereby, no future race credit will be offered.

CANCELLATION POLICY:

Participant acknowledges and agrees that the Mermaid Series, in its sole discretion, may cancel or delay the Event if it believes the conditions on the day of the event are unsafe. If the Event is cancelled or delayed for any reason, including but not limited to: fire, poor air quality, threatened or actual strike, labor difficulty, work stoppage, government shutdown, insurrection, war, public disaster, flood, pandemic, health department mandate, unavoidable casualty, acts of God or the elements (including without limitation, rain, hail, wind, hurricane, tornado, fire, earthquake), or any other cause beyond the control of the Mermaid Series, there shall be no refund or credit of the entry fee or any other costs of the Participant in connection with the Event.

If the event is cancelled by the Mermaid Series the Event will be switched to a virtual event and all participants will participate virtually.

PARTICIPANT IMAGES AND PHOTOS:

I hereby grant MERMAID SERIES permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of MERMAID SERIES and will not be returned.

I hereby irrevocably authorize the MERMAID SERIES to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the MERMAID SERIES from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

EMAIL OPT-OUT:

Participant has the option to opt-out from the email notifications.

PARTICIPANT HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT.

IF PARTICIPANT IS UNDER AGE 18 HIS/HER PARENT OR GUARDIAN MUST SIGN THIS RELEASE AND WAIVER AGREEMENT. Participant's Parent or Guardian's signature certifies that my son/daughter/ward has my permission to participate in the Event. Participant's Parent/Guardian has read and understands the foregoing RELEASE AND WAIVER OF LIABILITY AGREEMENT (above) and by signing intentionally and voluntarily agrees to its terms and conditions. Participant's Parent/Guardian further certifies that my son/daughter/ward is in good physical condition and is able to safely participate in the Event. I hereby authorize medical treatment for him/her and grant access to my child's medical records as necessary and as stated above.

Participant Name
or Legal Guardian

Participant Signature
or Legal Guardian

Date