

Orange County Modelers Association, Inc.
2021 Waiver

I, the undersigned, agree as follows regarding my participation in any activities (the "Activities") at the property ("Site") owned and/or operated by the County of Orange, Orange County Parks and the officers of Orange County Modelers Association (collectively, "Company"), including but not limited to the following:

Flying radio-controlled model aircraft

I FULLY RECOGNIZE THE DANGERS OF PARTICIPATING IN THE ACTIVITIES, AND I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION.

Acting for myself and my heirs, personal representatives, executors, assigns and guardian ad infinitum, I:

- a) hereby waive and release Company and its and the parent, subsidiaries and affiliated companies and its and their agents, representative, employees, contractor, consultants, officers, directors, member and shareholders (together "Releasees") from any and all claims and liabilities for injury to or death of any person, including me, and for damage to or loss or destruction of any property, including my own, arising from or related to my participation in the Activities, my presence on the Site of during travel to or from the Site whether or not arising from the negligence of the Releasees;
- b) agree that the foregoing release is a general release and extends to claims of which I may not be aware of on the date I have signed this, and includes claims which if known by me, would have materially affected my willingness to provide this release; and
- c) agree to indemnify and hold the Releasees harmless from and against all and any loss, cost and expense, including attorneys' fees and costs of defense counsel selected by and retained by Releasees, arising from or related to any act or omission of theirs or mine whether or not negligent, arising from or related to my participation in the Activities, my presence on the Site or during travel to or from the Site.

I EXPRESSLY AGREE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER HAS BEEN GIVEN ME REGARDING THE CONDITION OF THE SITE OR ANY FACILITIES OR EQUIPMENT THEREON OR ANY MEANS OF TRANSPORTATION TO AND FROM THE SITE, AND AGREE, FURTHERMORE, THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY ALLEGED NEGLIGENCE PERTAINING THERETO.

I ASSUME FULL LIABILITY FOR ANY INJURY TO OR DEATH OF ANY PERSON ARISING BY REASON OF MY PARTICIPATION IN THE ACTIVITIES, PRESENCE ON THE SITE OR TRAVEL TO OR FROM THE SITE OR FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY ON THE SITE CAUSED BY ME.

I acknowledge and understand that the activities are purely recreational and undertaken without any fee or other compensation being paid to the Releasees.

I represent and warrant that I will fully comply with all laws while on the Site.

I fully understand that my membership is subject to compliance with the applicable Federal and State laws, the Bylaws of the Company (as published on the Company's website), and the OCMA Flying Field Safety Rules (published on the Company's website). My membership can be suspended or terminated in good faith and in accordance with the Company's Bylaws as well as applicable Federal and State laws.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ALL OF ITS CONTENTS AND LEGAL EFFECT. I AGREE THAT THIS RELEASE IS CONTRACTUALLY BINDING, AND I SIGN IT OF MY OWN FREE WILL.

PRINT NAME HERE

SIGN NAME HERE

DATE

BADGE #
