

WAIVER

Please read and acknowledge the waiver below. Thank you for your cooperation!

In consideration of signing this agreement, I hereby for myself, my heirs, my executors, and administrators waive and release any and all rights, claims, and causes of action against the organizers, sponsors, and any others connected with the Nautica Malibu Triathlon, their representatives, and successors, as a result of my involvement with said event. I further waive, release, discharge, and covenant not to sue Oceana, Inc., ("Oceana"), its respective officers, employees, sponsors, organizers, volunteers or other representatives or agents or their successors and assigns, or the owner of the site for the event, or their respective officers, employees, or other representatives, or agents, or their successors, and assigns, for any and all injuries or damages of any kind whatsoever suffered as a result of me and/or my child taking part in the event and any related activities. I attest and verify that I am medically able to participate and assume all risks of participation in this event.

Oceana cares about your privacy and protects how we use your information. Your information will help us better serve your needs. For questions about our privacy policy, please visit <http://na.oceana.org/en/privacy-policy>.

I understand that I may be photographed, filmed or videotaped at the event. I hereby irrevocably grant to Oceana, its affiliates, licensees, and collaborators my full permission and the absolute right to use my name, photography, information, likeness and/or voice for any purpose whatsoever, including commercial advertising for this event.

I hereby release, discharge, and agree to save harmless Oceana and its employees or agents, affiliates, legal representatives or assigns, and all persons acting under its permission or upon its authority or for whom it is acting, from any liability by virtue of any publication of my likeness, including, without limitation, claims for libel or invasion of privacy. I have read and fully understand the foregoing and certify and represent that the information provided is true.

I understand that Oceana encourages me to check with my doctor to make sure I am physically able to participate in this endurance event before signing up.

I understand that all funds raised will support Oceana and its campaigns. If I have not submitted the fundraising minimums as indicated below by the said dates, I authorize Oceana to charge the balance of the minimum pledge amount due to my credit card listed on my recommitment form one week after the fundraising deadline.

I would like to become a Nautica Malibu Triathlon participant on behalf of Oceana and commit to raise at least \$1,000 to help Oceana protect the world's oceans. I would like Oceana to register me for either the International Distance Race or the Classic Distance Race, dated September 7, 2013 and September 8, 2013, respectively, and I understand that Oceana has limited spaces available for this event, and that

those spaces are awarded based upon the participant's ability to meet the minimum fundraising requirement of \$1,000. I also understand that funds raised are vital in supporting Oceana's mission. If I do not raise the fundraising requirement of \$1,000, I am personally responsible for completing this requirement by September 15, 2013. I understand that I will have the opportunity to formally recommit to the program through Oceana's recommitment process by August 3, 2013 and at that time will be able to withdraw or confirm my commitment. Should I choose to withdraw, I authorize Oceana to withdraw my entry from the race and I understand that I will no longer receive any team member amenities including training and other race weekend services. Should I choose to continue to be a part of the team, I will receive all team member benefits and complete the fundraising minimum of \$1,000 by September 15, 2013. I understand that if I have not submitted the fundraising minimums by the fundraising deadline as indicated above, I authorize Oceana to charge the balance of the minimum pledge amount due to my credit card listed on my recommitment form on September 23, 2013.

I understand that Oceana provides Nautica Malibu Triathlon participants Web site pages as a service. All donations received through the participant Web site pages are contributions for which no goods and services have been provided. Therefore, participant Web site pages shall not contain any language which suggests that merchandise will be provided in exchange for their contribution. Participants are expressly prohibited from offering merchandise sales, prizes, raffles, giveaways, lotteries, contests, tournaments, lucky draws, or any games of chance on their participant Web site pages either as an outright token action or as an inducement to solicit donations.

As a participant in the Nautica Malibu Triathlon on behalf of Oceana, I understand that I am limited to disseminating information that is for the benefit of Nautica Malibu Triathlon and Oceana. The participant Web site pages are expected to represent Oceana in a professional manner. Furthermore, participants are expressly prohibited from including information on their Web site pages that is inconsistent with Oceana's mission and values. Participant Web site pages shall not advertise for-profit business. Examples of prohibited subjects include, but not are limited to, nude photographs, profane language, pornographic images, derogatory statements against ethnic groups, political party or candidate endorsements, or any other information which would be offensive to the general public.

As a participant in the Nautica Malibu Triathlon on behalf of Oceana I agree to indemnify Oceana for all fines, fees, and expenses incurred as a result of the breach of any contractual obligations of the participant.