

**Turning Point Foundation  
Kinetic Sculpture Race  
2009 Release**

I, the undersigned, do hereby, for myself, my heirs, executors, administrators and assigns, if any, RELEASE and forever DISCHARGE, Turning Point Foundation and the Ventura Harbor District and their respective directors, officers, employees, operators, promoters, sponsors, advertisers, owners, agents, lessees of premises used, other participants and any other person in the Event areas (collectively the "Released Parties"), from any and all claims of liability for personal injury, including death, to me and RELEASE and forever DISCHARGE the Released Parties from any and all claims for damage to my property, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the Event areas and/or competing, officiating in, observing, or working for, or for any other purpose participating in the Event or arising out of or in any way connected with my preparation for and/or participation in the Event.

I hereby irrevocably consent to the unrestricted worldwide use of my name and/or likeness by Turning Point Foundation, its successors and assigns, in connection with any advertising or promotional activities relating directly or indirectly to their sponsorship of the Event. I further agree that any photographs, pictures, slides, films and/or movies taken or made by Turning Point Foundation and its directors, sponsors and affiliates in which I appear, or any reproduction of the same, may be used in any manner or media whatsoever by Turning Point Foundation or any persona authorized by them.

I acknowledge and agree that preparation and participation in the Event may be dangerous and involve risk of serious personal injury, including death, and/or damage to property, and I assume full responsibility for and risk of such personal injury including death, and damage to property. I hereby attest and verify that I am physically fit and have sufficiently trained for the Event. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the Event.

This Release is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, the balance shall continue in full legal force and effect. This Release shall be binding on my heirs, executors, administrators and assigns.

I have read and fully understand the above Release. I voluntarily sign this Release and Waiver of Liability and Indemnity Agreement, which embraces and every event, sanctioned, authorized, or promoted by Turning Point Foundation.

Participant Signature: \_\_\_\_\_

Printed Participant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Mail this signed Release Form (along with the Entry Form and a check payable to Turning Point Foundation) to:

**Turning Point Foundation  
PO Box 24397  
Ventura, CA 93002**