

## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THE ATX TOP GUN EVENT (hereinafter referred to as "the event"),** including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically capable to participate in activities related to **the event**, and have not been advised to not participate in resort oriented activities (e.g. boating, swimming, light walking) by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in activities related to **the event**.

I acknowledge that this Accident Waiver and Release of Liability Form will be used ATX, event sponsors, organizers of the activity, and subcontractors utilized by ATX for **the event** in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of permitting me to participate in **the event**, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) **I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from **the event, THE FOLLOWING ENTITIES OR PERSONS:** ATX and its related legal entities and/or their directors, officers, employees, volunteers, representatives, agents, sponsors, and subcontractors;
- (B) **INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the entities or persons mentioned in paragraph (A) above from any and all liabilities or claims made as a result of participation in **the event**, whether caused by the negligence of release or otherwise.

I acknowledge that ATX and its subsidiaries and their directors, officers, volunteers, representatives, agents, and subcontractors are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during **the event**.

I understand while participating in **the event**, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by ATX and its subsidiaries.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

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Participant's Signature  
(Please print legibly.)

Date

Participant's Name