



MEMPHIS AREA ASSOCIATION OF REALTORS®

Wine Down For Habitat: Third Annual Wine Race Release and Waiver of Liability

Name: _____ Date of Birth _____

Address _____ State _____ Zip _____

Phone Numbers - Mobile: _____ Work _____

I, _____, (the "Participant") sign this Release and Waiver of Liability (the "Release") regarding my participation in the MAAR Wine Race on August 13, 2009, in favor of the Memphis Area Association of REALTORS, their directors, officers, employees, and agents (collectively, "MAAR"), and Habitat for Humanity of Greater Memphis, Inc. ("Habitat").

The Participant desires to compete in the Wine Race and engage in the activities related to being a participant (the "Activities"). The Participant understands that the Activities may include physical obstacles and challenges.

The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. Participant does hereby release and forever discharge and hold harmless MAAR and Habitat and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with MAAR and Habitat.

Participant understands that this Release discharges MAAR and Habitat from any liability or claim that the Participant may have against MAAR and Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with MAAR and Habitat, whether caused by the negligence of MAAR and Habitat or its officers, directors, employees, or agents or otherwise. Participant also understands that MAAR and Habitat do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment. Participant does hereby release and forever discharge MAAR and Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with MAAR and Habitat.

Assumption of the Risk. The Participant understands that the Activities include obstacles that may be hazardous to the Participant, including, but not limited to, stepping over hurdles and weaving through cones.

Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases MAAR and Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

I also hereby consent to allow MAAR the use of my name, photo, or participation in this event for public relations and future promotional purposes.

Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

We recommend the following in regard to your participation in the MAAR Wine Race in order to prevent injury:

- Wear appropriate, sport-type clothing and tennis shoes.
- Do not consume alcoholic beverages until your team's races are finished.
- Understand that this is a physical activity and that the opportunity for bodily harm is present.

Signature

Date