

**Phil Keoghan of CBS's "The Amazing Race" Rides Across America, Presented by GNC**

**Release and Waiver of All Liability and Assumption of Risk Agreement**

**Date of Ride:** \_\_\_\_\_

**City:** \_\_\_\_\_

KNOW ALL YE BY THESE PRESENTS:

That I, \_\_\_\_\_ [or in the case of a minor (the "Minor"), Minor's parent/guardian], in consideration for the opportunity to participate in a segment of Phil Keoghan of CBS's "The Amazing Race" Rides Across America, Presented by GNC (the "Event") which is being organized and conducted by No Opportunity Wasted, Inc. ("NOW"), with assistance from IMG Worldwide, Inc. ("IMG"), during the period March 28 through May 9, 2009, for myself (or on behalf of the Minor), my successors, heirs, assigns, executors, administrators, spouse and next of kin:

1. Acknowledge that I (we) completely understand that my (or the Minor's) participation may involve risk of serious injury or death, including economic losses, which may result not only from my (or the Minor's) own actions, inaction, negligence, gross negligence, recklessness or intent, but also from the actions, inactions, negligence, gross negligence, recklessness or intent of others; and as well as from the condition of the roads on which the Event is being conducted.
2. Agree and accept full responsibility (or in the case of a minor, I understand that it is my responsibility to ensure proper training has occurred and that he/she has been instructed on the Event and traffic rules) to obey the traffic and rules of safety for the Event
3. Understand that IMG and NOW have the right to dismiss anyone that may cause disturbance during the Event or disregard the rules with respect to safety.
4. Assume any and all risks of bodily, mental and emotional injuries to myself (or the Minor) arising from or related to my (or the Minor's) participation in the Event; and assume any and all associated direct, proximately caused or consequential liabilities that I (or the Minor) may incur that are caused by or arise from such participation, including without limitation all medical or hospital bills, permanent or partial disability, death, damages and loss of my (or the Minor's) property or the property of any third party.
5. Will permit emergency treatment in the event of injury or illness to me (or the Minor) while participating.
6. Covenant not to sue or present any claim based in tort, contract or any other theory of law to include without limitation any claim for personal injury, property damage, money damages or wrongful death against NOW, IMG, GNC Corporation and all other sponsors of the Event, including their respective parent companies, subsidiaries and affiliates, officers, employees and agents (collectively, the "Releasees") for damages attributable to my (or the Minor's) participation in the Event.
7. Release, waive, discharge and relinquish any and all wrongful death claims against the Releasees including without limitation any related liability, loss, damage, claim, demand or cause of action against the Releasees arising from or attributable to my (or the Minor's) participation in the Event, regardless of whether same shall arise by the Releasees' negligence, gross negligence, recklessness or otherwise.
8. Agree that all photographs, pictures, slides, movies and/or videos taken of me (or the Minor) in connection with my (or his/her) participation in the Event and all proprietary rights therein are the sole property of NOW and IMG. I (we) expect no compensation from any of the Releasees, and consent to the use of these photographs, pictures, slides, movies and/or videos taken during my (or the Minor's) participation in the Event in any promotional material, publication, or on the website.
9. Warrant that I am (or the Minor is) in good health and have (has) no existing physical condition that would prevent me (or him/her) from the participation in the Event.

I (WE) FULLY ACKNOWLEDGE AND UNDERSTAND THAT MY (OUR) AGREEMENT WITH THE TERMS OF THIS DOCUMENT RELEASES THE RELEASEES FROM ANY AND ALL LIABILITY FOR BODILY INJURY, WRONGFUL DEATH, AND/OR PROPERTY DAMAGE. I (WE) HAVE READ THIS DOCUMENT AND UNDERSTAND THAT I (WE) GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT AND I (WE) SIGN VOLUNTARILY.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Age of Participant on Date of Event

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date