Waiver, Release, and Hold Harmless Agreement

I, _____, the undersigned, affirm that I am over the age of eighteen and have the legal capacity to sign this Waiver, Release, and Hold Harmless Agreement ("Agreement") and I represent, covenant, and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under, or through me, as follows:

I acknowledge that participating in the Metropolitan Atlanta Rapid Transit Authority's ("MARTA") World Cup (the "Activity") could involve risks (some of which I may not fully appreciate) and that injuries, death, property damage, or other harm could occur to me or others. I accept and voluntarily incur all risk of any injuries, damages, or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of MARTA, its directors, officers, employees, or agents ("Released Parties"). My participation in the Activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that Activity conditions are unsafe or that I am unable to participate due to physical or mental conditions, then I will immediately discontinue participation.

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in the Activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in the Activity, or else I am willing to assume and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from my participation that may be associated with the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of the Released Parties.

By signing this Agreement, I understand and agree that if I am hurt or my property is damaged during my participation in the Activity, I have waived my right to maintain a lawsuit against the Released Parties.

Executed this _____ day of _____.

_____
Participant Signature

_____
Participant Name (Print)