

Registration Waiver:

By signing below, you agree, warrant and covenant as follows:

In consideration of the acceptance of my application for entry in the Pillow Fight 2008 on Sunday, February 7, 2010, I hereby waive and release any and all claims for personal injury, property damage or death, which may in any way result from my participation in the charity event. By agreeing to this release, I intend to discharge in advance the Circle K at UCLA, the sponsors, participating charities, volunteers, ASUCLA, USAC, the City of Los Angeles, anyone contributing services, and their agents, employees, heirs, executors, successors, administrators and assigns (Releasees), from any and all liability arising out of their negligence and connected in any way with the event. I hereby acknowledge that the Kiwanis Club of Greater Anaheim will NOT pay for medical or legal expenses, lost wages, pain, distress, property damage, or any other damages arising directly or indirectly from my participation in this event.

INDEMNITY AGREEMENT:

I further hereby agree to indemnify and hold the Releasees harmless from any and all claims, suits, liability, injuries, losses and damages, to the person or property of any individual or entity which arises out of my participation in the charity event.

I understand and agree that this waiver, release, assumption of risk and indemnity agreement binds my heirs, dependents and assigns. The naming of any parties in this release is not intended to imply that they are joint ventures or have any right of control of the event participants.

I have carefully read this agreement and fully understand its contents. I hereby agree to assume those risks and to release all of the persons and entities mentioned above who might otherwise be liable to me or my heirs, dependents, or assigns for damages. I am aware this is a release of liability, and indemnity agreement, and a contract between myself and Circle K at UCLA and agree to it of my own free will. I (we) also give full permission for use of my (our) name(s) and photograph(s) in connection with this event.

1. Authority to Register and/or to Act as Agent. You represent and warrant to Paypal Inc. that you have full legal authority to complete this event registration on Paypal, including full authority to make use of the credit or debit card to which registration fees will be charged. In addition, if you are registering third parties, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, you agree that the terms of this Registration Agreement shall apply equally to you and to any third parties for whom you are acting as agent. Compliance with Children's Online Privacy Protection Act (COPPA).

2. Limitation of Liability; Disclaimer of Warranties. PAYPAL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE PAYPAL OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH ACTIVE OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF PAYPAL IS AT YOUR SOLE RISK. PAYPAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PAYPAL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

I have read and agree to the **registration waiver**; I certify that my information provided is accurate; I understand that there is no refund by Paypal and www.circlekpillowfight.com. My following signature confirms this statement.

Print Name of participant

Signature of participant

Date