RUNNERS ASSUMPTION OF RISK - WAIVER AGREEMENT

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

In consideration of **The Scarlet Macaw** accepting my application for and permitting me to join them in the participation of in The Fiesta de Sanfermin and the encierro in the City of Pamplona, the Province of Navarra, Spain, the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me with and for the benefit of:

The Scarlet Macaw, ERREKA, the City of Pamplona and the Province of Navarra and the "Personnel" (as defined below).

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, TSM, the City and Province and any of their shareholders, directors, officers, employees, servants, guides, agents and representatives (collectively, the "Personnel") for any personal injury, death, property damage or other loss that I sustain during or as a result of any injury due to any cause whatsoever on the part of any one or more of TSM, the City, the Province, the Personnel or others, including:

- Negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care).
- Breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation;
- Breach of any contract; and
- Mistakes or errors in judgment of any kind.

I am aware of the risks inherent in the encierro, the running with the bulls, and I am aware that it has certain additional dangers and risks, including:

Other Runners: I am aware that there will be runners unaware of the inherent dangers in the encierro and who may act irrationally.

I am aware that the enjoyment and excitement of the encierro is derived in part from participating in the running of the bulls and if I choose to do so will at my own risk, responsibility and expense.

I assume and accept all the risks and dangers of the encierro and the possibility of personal injury resulting in hospitalization and/or surgery, death, property damage or other loss as a result. I agree that, although The Scarlet Macaw, the City of Pamplona, Providence of Navarra and the Personnel may take precautions to reduce the risks and increase the safety, it is not possible for The Scarlet Macaw or the Personnel to make the encierro safe or to predict with any certainty these risks and agree to the terms of this Waiver even if The Scarlet Macaw or any of the Personnel are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct.

In signing this Waiver, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by The Scarlet Macaw, in brochures or by any of the Personnel or by the City of Pamplona or Province of Navarra.

I confirm that I am of the full age of eighteen years, that I have had sufficient time to read and understand what I am agreeing to in this Waiver before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree that The Scarlet Macaw Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the City of Pamplona and Province of Navarra, Spain. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the City of Pamplona and Province of Navarra and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in Navarra and nowhere else.

Signed and witnessed this _____ day of _____, 20 _____.

_____ / _____

Signature of Witness | Signature of Applicant

_____ / _____

Print Name of Witness | Print Name of Applicant

_____ / _____

City, State or Province | Postal / Zip