

# Waiver and Release of Liability and Assumption of Risk: Runners, Walkers, and all participants for the Half Marathon, Half Marathon Relay, 5K, and Kids Race

By signing this waiver and release of liability, you agree on behalf of yourself, your successors, heirs, assigns, executors and administrators as follows:

I wish to participate in The San Diego Half Marathon and related activities (the "Half Marathon") to be held on Sunday, March 11th, 2018, which is being sponsored by The San Diego Half Marathon. "The San Diego Half Marathon" refers in this agreement to any and all affiliated entities or entities that control or are related to The San Diego Half Marathon and any related or associated sponsors or entities including, but not limited to, the City of San Diego, San Diego Unified Port District, Padres, L.P., USA Track & Field and their respective affiliates, predecessors and successors, owners, agents, partners, officials, employees and representatives (the "Released Parties").

- Waiver/Release:** I understand that the Half Marathon is an activity that may involve risk of injury or death, risk of permanent or partial disability, and further, may result in economic losses including medical or hospital bills, and damages to real and/or personal property. I further understand that this event will be held over public roads and facilities open to the public during the event and upon which hazards are to be expected and cannot be eliminated or controlled. I agree that in consideration of being permitted to participate in the event, I release, waive, discharge and covenant, on my own behalf and on behalf of my assignees, heirs, distributees, guardians or legal representatives, not to make a claim against, sue, or attach the property of The San Diego Half Marathon or any of the Released Parties for any and all losses or damages, any and all claims or demands, and any other injury or loss to me or my property or resulting in my death, whether caused by the active or passive negligence of The San Diego Half Marathon or any of the Released Parties, arising from or related to my participation in the Half Marathon.
- Warranty of Good Health:** I warrant that I am in good health, physically fit, and capable of safely participating in the Half Marathon and that my medical care provider has approved my participation in this event. If I am aware of or under treatment for any physical infirmity, ailment or illness, or if I am taking any prescription or over-the-counter medications that may impact my ability to participate in the Half Marathon, I agree to notify my medical care provider and seek my medical care providers' prior approval of my participation in the Half Marathon.
- Acknowledgement and Assumption of Risk:** I hereby certify that I understand, accept and fully assume any and all risks associated with my participation in the Half Marathon. I understand, or will educate myself about prior to the Half Marathon, the dangers of dehydration and hyponatremia (low blood sodium) and will take precautionary measures to prevent these conditions. I acknowledge that I am solely responsible for my personal health and safety, and the personal property I bring with me. I also acknowledge and accept full and sole responsibility for any medical expenses arising from my participation in the Half Marathon. I further acknowledge that my participation in the Half Marathon is strictly voluntary. I understand that I may discontinue my participation in the Half Marathon at any time, at my sole discretion.
- Release, Hold Harmless, and Indemnification:** I agree to release and hold harmless The San Diego Half Marathon and each of the Released Parties from and against any and all liability, for any and all losses, damages, claims, or demands, on account of injury to me or my property, that may arise from my participation in the Half Marathon, whether caused by the active or passive negligence of The San Diego Half Marathon or any of the Released Parties. I further agree to indemnify and hold The San Diego Half Marathon and each of the Released Parties harmless from and against any and all damages, costs, claims or demands, including reasonable attorney's fees, made by any third party due to or arising from or relating to my participation in the Half Marathon.
- Agreement to Abide by Rules:** I acknowledge that I have read and understand the Half Marathon Entry rules and I will abide by such rules and any related rules established by The San Diego Half Marathon in relation to the Half Marathon as well as the laws of any county, city, or other jurisdiction in which I will train. I acknowledge that the route of the Half Marathon is unique to this year's Half Marathon and is subject to change at any time.
- Waiver of Any Intellectual Property Rights:** I understand that The San Diego Half Marathon, the Released Parties and their licensees, affiliates and employees may use my name, photograph, voice or likeness for any legal purpose. I consent to and authorize, in advance, such use and waive any rights of privacy and/or publicity I may have in connection therewith.
- Limitation of Liability:** THE SAN DIEGO HALF MARATHON AND THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM MY PARTICIPATION IN THE HALF MARATHON.
- Severability:** I understand that, in the event that any one or more of the provisions contained in this Waiver and Release shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, and the remaining portions shall remain in full force.
- Choice of Law:** I agree that the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California.
- Entire Agreement:** This Agreement is the sole agreement between the parties. No other agreement, whether implied, oral or written, shall be binding upon either party to this agreement, unless this agreement is amended in writing and signed by an officer of The San Diego Half Marathon.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I am aware that this is a RELEASE OF LIABILITY and a legally binding contract between The San Diego Half Marathon and me and shall serve as a release of The San Diego Half Marathon and each of the Released Parties from all liability relating to the Half Marathon.

## FOR PARENTS/GUARDIANS REGISTERING PARTICIPANTS OF MINORITY AGE

This is to certify that I, as the parent or guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above, for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless The San Diego Half Marathon and each of the Released Parties from any and all liabilities incident to the participant's involvement or participation in the Half Marathon, even if arising from the negligence of the San Diego Half Marathon or any of the Released Parties, to the fullest extent provided by law.

Signature \_\_\_\_\_

Date \_\_\_\_\_

If Parent/Guardian signing on behalf of a participant of Minority Age, please list participants name: \_\_\_\_\_