



PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Bib # \_\_\_\_\_

Event Name: The OC Fair Fun Run 5K
Event Location: OC Fair and Event Center
88 Fair Dr. Costa Mesa, CA 92626

Event Date(s): 08/06/17
Sanction #: 17-33-124

For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing me, the undersigned, to participate in the USA Track & Field sanctioned event described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

- 1. I hereby represent that (i) I am at least eighteen (18) years of age... (ii) I am in good health... (iii) I am not under the influence of alcohol...
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous...
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event...
4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USA Track & Field, Inc., its members, clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); The OC Marathon LLC, The OC Marathon Foundation, KB Event Management LLC, the City of Costa Mesa, OC Fair & Event Center, and the 32nd Agricultural Association, State of California; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
5. As a condition of my participation in the Event, I hereby grant USA Track & Field, Inc., the event director, and the host organization each a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, USATF, or the sport of Athletics. The foregoing grant, however, does not constitute consent for USATF or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.
6. I hereby grant to the medical director of the Event, and their agents, affiliates and designees access to all medical records (and physicians) as necessary and authorize medical treatment as needed. In the event that medical treatment is required, I agree to allow the medical professionals to release information to The OC Marathon LLC and its employees, agents or representatives regarding such treatment.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. d) The Guardian authorizes medical treatment for the participants listed below and grants access to said participant's medical records as necessary.

Participant Name (or Guardian): \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Male or Female
Minor Name #1: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Male or Female
Minor Name #2: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Male or Female
Minor Name #1: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Male or Female

Home Address: \_\_\_\_\_ Home Tel.: (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant or Guardian

\_\_\_\_\_  
Date Signed

