



**PARTICIPANT WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
Specific Event Waiver Form for MINORS (Under Age 18)**

Event Name: _____

Event Date(s): _____

Event Location: _____

Sanction #: _____

For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing the minor identified below to participate in the USATF sanctioned event described above (the "Event" or "Events"); I, for myself, and on behalf of Minor, and the Minor's parents/legal 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 the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge the risks and dangers associated with the Minor's participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and will represent an extreme test of the Minor's physical and mental limits. I understand that the Minor's participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizer; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of the Minor's participation in any Event.
3. I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Event, and the condition and adequacy of the Minor's equipment.
4. On behalf of the Minor, 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, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators upon which the Event takes place; 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 reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to the Minor'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. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's 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.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, 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 the Minor, the Minor's parents/legal 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.

MINOR #1: Print Name: _____ Age: _____ Date of Birth: ____/____/____ Male Female

MINOR #2: Print Name: _____ Age: _____ Date of Birth: ____/____/____ Male Female

MINOR #3: Print Name: _____ Age: _____ Date of Birth: ____/____/____ Male Female

X _____
Signature of Parent/Legal Guardian for Minor(s)

_____/_____/_____
Date Signed

2016 OC Marathon, Half Marathon, 5k and Kids Run the OC Waiver

ALL PARTICIPANTS IN THE OC MARATHON AND RELATED EVENTS ("EVENT") ARE REQUIRED TO, AND HEREBY DO, ASSUME ALL RISK OF PARTICIPATION IN THE EVENT BY SIGNING THIS GENERAL RELEASE AGREEMENT.

The undersigned athlete ("Athlete") on behalf of himself/herself and on behalf of Athlete's personal representatives, assigns, heirs, executors, and successors hereby fully and forever releases, waives, discharges and covenants not to sue The OC Marathon LLC, The OC Marathon Foundation, the City of Newport Beach, the City of Costa Mesa, the City of Irvine, the City of Santa Ana, OC Fair & Event Center, Orange County Department of Education, South Coast Plaza, USA Track & Field (USATF), any or all of the charities or schools affiliated with the OC Marathon, all municipal agencies whose property and/or personnel are used or in any way assist and all other sponsoring or co-sponsoring companies, organizations or individuals related to the Event, and the directors, officers, affiliates, employees, representatives, volunteers, sponsors, agents or other relations to such (collectively, the "Releasees") from any and all liability to the Athlete and his/her personal representatives, assigns, heirs, executors, and successors for any and all loss(es) or damage(s) and any and all claims or demands therefore, on account of injury to the Athlete or property or resulting in the death of the Athlete, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with the Athlete's participation in the Event.

The Athlete represents and warrants that he/she is in good physical condition and is able to safely participate in the Event. The Athlete is fully aware of the risks and hazards inherent in participating in the Event, and the Athlete voluntarily assumes these risks. The Athlete attests and verifies that s/he is physically fit and has sufficiently trained for the completion of the Event in which s/he participates and that his/her physical condition has been verified by a medical doctor. It is understood and agreed that Athlete hereby assumes liability for any and all medical expenses incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

The Athlete hereby grants full permission to any and all of the foregoing to use his/her name, voice, and/or picture without compensation or notice in any broadcast, telecast, advertising, promotion or other account of this event for any purposes whatsoever. The Athlete acknowledges that providing his/her email address on the entry form entitles The OC Marathon LLC to email him/her regarding related topics. The Athlete acknowledges that the entry fee paid is non-refundable and non-transferable. The Athlete acknowledges and agrees that The OC Marathon LLC, in its sole discretion, may delay or cancel the Event if it believes the conditions on the race day are unsafe. In the event the Event is delayed or cancelled for any reason, including but not limited to: fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, acts of God or the elements (including without limitation, rain, hail, hurricane, tornado, earthquake), or any other cause beyond the control of The OC Marathon LLC, there shall be no refund of the entry fee or any other costs of the Athlete in connection with the Event.

The Athlete hereby grants to the medical director of the Event, and their agents, affiliates and designees access to all medical records (and physicians) as necessary and authorizes medical treatment as needed. In the event that medical treatment is required, the Athlete agrees to allow the medical professionals to release information to The OC Marathon LLC and its employees, agents or representatives regarding such treatment. The Athlete warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing Athlete to participate in the Event. I HAVE READ THIS WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

IF ATHLETE IS UNDER AGE 18: The parent/guardian certifies that my son/daughter has my permission to participate in the Event. The parent/guardian has read the forgoing RELEASE AND WAIVER OF LIABILITY AGREEMENT and by accepting the waiver intentionally and voluntarily agrees to its terms and conditions. The parent/guardian further certifies that my son/daughter is in good physical condition and is able to safely participate in the Event. The parent/guardian authorizes medical treatment for my son/daughter as needed and grants access to my child's medical records as necessary

Full Name of Participant: _____

Signature of Participant (Parent/Guardian if under 18): _____