



Chapman University
Toyota of Orange
5K Run/Walk

Saturday, October 23, 2010 – 7:30 AM

PLEASE READ CAREFULLY BEFORE SIGNING

Adult: 18 Years or Older – Minor: Under 18 Years of Age at Date of Event

LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE:

I, the undersigned below, in consideration of my and/or my child's or ward's participation in the above referenced event, and any related activities ("Event"), wherever the/these Event(s) may occur, acknowledge that I am aware that my or my child's or ward's participation in the Event may result in risks, which among other things, include but are not limited to scrapes, bruises, twisted ankles and various injuries to the body, including death and heat and stress related issues, and I freely assume on my own and/or my child's or ward's behalf all risks incidental to such participation. In consideration of my and/or my child's or ward's participation in the Event and in my own and/or my child's or ward's behalf, and on behalf of my and/or my child's or ward's heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs and expenses of any nature arising out of, related to, or in any way connected with my or my child's or ward's participation in the Event and/or any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs and expenses including by way of example, but not limited to, all attorneys' fees, costs of court, and the costs and expenses of other professionals and disbursements up through and including any appeal. I, for myself and my child and/or ward, understand that this Release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including, without limitation, death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation. I declare that I and (if participating) my child or ward are physically fit and have the skill level required to participate in the Event and/or any such related and associated activities. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are: Chapman University, its Trustees, officers, employees, agents, and Event sponsors together with their parent and the parent, subsidiary, affiliated and related entities of each of them, and the trustees, officers, directors, employees, and volunteers of any of them.

AUTHORIZATION AND RELEASE TO USE LIKENESS:

I further grant the Released Parties the right to photograph and/or videotape me and/or my child or ward and further to display, use and/or otherwise exploit my and/or my child's or ward's name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the (including, without limitation, in online web casts, television, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event results and standings, without compensation, reservation or limitation.

This Waiver, Release, Promise not to Sue, Authorization and Release to Use Likeness Form shall be governed by the laws of the State of California, and any legal action related to or arising out of this Form shall be commenced exclusively in the Superior Court in and for Orange County, California (or if the Superior Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in Orange County, California having subject matter jurisdiction), and I specifically waive the right to trial by jury for myself, my child and/or my ward. I certify I am eighteen (18) years of age or older and, if I am executing this Waiver and Permission Form on behalf of my child or ward, the information set forth above pertaining to my child or ward is true and complete.

SEVERABILITY. If any provision of this Form shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Form and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS (i) LIABILITY RELEASE, INDEMNITY, AND PROMISE NOT TO SUE, AND (ii) AUTHORIZATION AND RELEASE TO USE LIKENESS.

Participant Name _____

Signature _____ Date _____

Date of Birth _____ Emergency Contact Number _____

Parent or Court Appointed Guardian (If Participant is under 18 years of age) _____

Signature _____ Date _____

Street Address _____ City _____

State _____ Zip Code _____ E-mail _____