



**Surf City Marathon & Half Marathon Waiver – February 7, 2016 – Huntington Beach, CA**

**Full name:** \_\_\_\_\_

**Bib #:** \_\_\_\_\_

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

I wish to participate in the Surf City Marathon & Half Marathon scheduled to take place on February 7, 2016 (the “Event”) and I agree to abide by all rules, regulations and instructions of the Event, as well as all applicable municipal and state laws and regulations.

I understand that participating in the Event, which includes the use of public streets and facilities, is a potentially hazardous activity, can result in serious personal injury or death and that I should not enter and participate unless I am medically able and properly trained. I am aware of and expressly assume full and complete responsibility for all risks associated with participating in this Event, including, without limitation, falls, contact with other participants, the effects of weather, traffic, and the conditions of the streets and routes used by the Event, and I assert that my participation in this Event is voluntary.

In consideration for being permitted to participate in the Event, I, for myself and for anyone entitled to act on my behalf, hereby waive and release, from any and all claims for injuries and damages I may have arising out of the Event or my participation in the Event, the Surf City Marathon & Half Marathon, City of Huntington Beach, the State of California, Pacific Shoreline Marathon, LLC, Causeforce, LLC, Raceforce, LLC, Omniforce, LLC, USA Track and Field, Inc. and all municipal agencies, all sponsors, promoters, officials, participating clubs, communities, organizations, friends of the Event, participants, volunteers, vendors, government and public entities (including, without limitation, the various departments of transportation), and each of their respective parents, subsidiaries, affiliates, successors, predecessors, officers, directors, employees, volunteers, agents, and representatives, including, without limitation, any medical team which provides services during or after the Event (the “Releasees”).

I intend by this Waiver and Release, in advance, to waive my rights, to covenant not to sue to release for future claims, and to discharge all of the Releasees, from any and all loss or damage, including, but not limited to claims for damages for death, personal injury or property loss, theft or damage that I may have, or which may hereafter accrue to me, as a result of my participation in all or any portion of the Event, even though that liability may arise from negligence (whether simple or gross), carelessness, or recklessness on the part of any of the Releasees, from dangerous or defective streets, facilities, property or equipment owned, maintained, or controlled by them or because of their possible liability without fault. I further agree to indemnify the Releasees from any and all damages, costs, claims or demands (including reasonable attorney’s fees and costs) made by any third party caused in whole or in part by my actions.

I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives.

I attest that I am physically capable of, and have sufficiently trained for, completing the Event. If I am aware of or under treatment for any physical infirmity, disorder, ailment, or illness, my medical care provider has been apprised of, and has approved of, my participation in the Event. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me.

I consent to receive medical treatment which may be advisable in the event of illness or injuries suffered by me during the Event, and I agree to pay for the costs of any such medical treatment. I agree that my participation in the Event is subject to the sole discretion of the organizers of the Event, and that my participation may be limited or terminated, with or without cause.

I understand that the Event may be delayed, postponed or canceled due to a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Surf City Marathon, including

without limitation, acts of God, fires, floods, explosions, riots, wars, sabotage, terrorism, vandalism, accidents, governmental acts, injunctions, strikes and other like events that are beyond the reasonable anticipation and control of the organizers. I understand that my registration fee is non-refundable and non-transferable.

I give permission to the Surf City Marathon, RaceForce, LLC, and each of their respective parents, predecessors, successors, affiliates, subsidiaries and agents, for the free use of my name, photograph, voice, or likeness, in any broadcast, telecast, advertising promotion, or other account of the Event or marketing or promotion for future or similar events, and waive any rights of privacy I may have in that regard. I further understand and consent that I will periodically be receiving communications related to my participation in the Event.

THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LOS ANGELES SUPERIOR COURT SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THIS WAIVER AND RELEASE.

I expressly agree that this Waiver and Release is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any provision of this Waiver and Release shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver and Release and shall not affect the validity and enforceability of any remaining provisions.

I have carefully read this Waiver and Release and fully understand its contents. I am aware that this is a release of liability and a binding contract between myself and the Releasees, and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Waiver and Release freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

If I am under the age of 18, I understand I MUST have a parent or guardian approve and sign this Waiver and Release on my behalf.

Executed on this \_\_\_ day of \_\_\_\_\_, 2015 in the City of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

COMPLETE SECTION BELOW ONLY IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18

I represent and warrant that I am the parent or guardian of the above named participant ("Minor"). I give my approval for the Minor's participation in the Event. I assume all risks and hazards incidental to the Minor's participation in the Event and I release, absolve, indemnify and agree to hold harmless the Released Parties for any claim arising out of an injury to the Minor and from any Claims, arising out of or connected with the Minor's participation in the Event. I consent to the foregoing and grant permission for the Minor to participate in the Event. I acknowledge I have carefully read, accepted and agreed to the terms of this Waiver and Release, Assumption of Risk and Consent to Medical Treatment, know and understand its terms.

Minor's First & Last Name (Printed) \_\_\_\_\_

Parent's/Guardian's First and Last Name (Printed): \_\_\_\_\_

Parent/Guardian Name (Signed): \_\_\_\_\_ Dated: \_\_\_\_\_