

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Event Name: 2024 Surf City Marathon and Half Marathon

Event Location: Huntington Beach, CA

Event Date(s): February 3-4, 2024



The individual named below (referred to as "I" or "me") desires to participate in the running race described above (the "Activity") provided by Surf City Marathon, Half Marathon, 5K and Beach Mile, Motiv Servicing Company, LLC d/b/a Motiv (the "Company"). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

Assumption of the Risk: I am aware and understand the Activity is inherently dangerous and represents an extreme test of a person's physical and mental limits. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the Company. I understand the potential dangers that I could incur in participating in the Activity, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; 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 Company; and other undefined, not readily foreseeable nor presently unknown risks and dangers. I acknowledge that I am voluntarily participating in the Activity with knowledge of the danger involved, and hereby accept and assume any and all risks of injury, or death, whether caused by the negligence of the Company or otherwise, resulting from the Activity.

Waiver and Release: I hereby expressly waive and release the Company, its officers, directors, shareholders, employees, agents, affiliates, successors, assigns, clubs, sport disciplines and divisions, venue and property owners or operators upon which the Activity takes place, county and state in which the Activity is held; any charities associated with the Activity; and any other organizers, promoters, sponsors, advertisers, coaches and officials for the Activity; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (collectively, "Releasees") from any and all liability, claims, demands, actions or rights of action, which are related to, or are in any way connected with, my participation in the Activity, including but not limited to, the negligent acts or omissions of the Company or any Releasees now known or hereafter known in any jurisdiction throughout the world. I further agree, promise and covenant not to make or bring any such claim against the Company or any other Releasee arising from or connected with my participation in the Activity and forever release and discharge the Company and all other Releasees from liability under such claims.

Medical Treatment: I hereby grant permission to the Company or its designees to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of my participation in the Activity, including, without limitation, arranging transportation to a hospital or other medical facility, and I hereby assume any and all liability for any medical expenses. I hereby grant to the Company and its designees, access to all medical records (and physicians) as needed. I hereby release and forever discharge the Company and any Releasees from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Activity.

Photographic Release: I grant and convey unto the Company all right, title, and interest in any and all photographic images and video or audio recordings of my participation in the Activity made by the Company or on behalf of the Company during the Activity, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.[1]

Indemnification: I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the Activities.

Miscellaneous: This Agreement constitutes the sole and entire agreement between the Company and me with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

BY SIGNING, I am at least eighteen (18) years of age and ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, I have executed this release willingly AND I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

ATHLETE NAME: _____

DATE: _____

ATHLETE SIGNATURE (or parent/guardian if under 18): _____