

2024 OC MARATHON RUNNING FESTIVAL WAIVER MAY 4 & 5, 2024
GENERAL RELEASE AND WAIVER

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

The undersigned Participant on behalf of himself/herself and on behalf of Participant's personal representatives, assigns, heirs, executors, and successors, hereby fully and forever, 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, the County of Orange, OC Fair & Event Center, 32nd District Agricultural Association, State of California, KB Event Management LLC, Hoag Hospital, U.S. Bank, South Coast Plaza, USA Track & Field (USATF), Road Runners Club of America (RRCA), RunSignup.com, 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 any of the parties prior listed (collectively, the "Releasees") from any and all liability to the Participant 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 Participant or property or resulting in the death of the Participant, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with the Participant's involvement in the Event.

The Participant represents and warrants that s/he is in good physical condition and is able to safely participate in the Event. The Participant is fully aware of the risks and hazards inherent in participating in the Event, and the Participant voluntarily assumes these risks. The Participant 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 Participant 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 Participant acknowledges that any entry fees paid are non-refundable and non-transferable. The Participant acknowledges that ANY person to person transfer of a registration and/or bib is expressly prohibited. In addition, the Participant acknowledges that bibs are assigned to a specific participant and must be worn ONLY by the assigned participant. The Participant acknowledges and agrees that The OC Marathon LLC, in its sole discretion or at the direct of public safety officials, may delay or cancel the Event if it believes the conditions on the race day are unsafe. Should the Event be delayed, rescheduled or canceled for any reason, including but not limited to: fire or air quality, communicable disease, labor difficulty, insurrection, war, public disaster, flood, unavoidable casualty, acts of God or the elements (including without limitation, rain, hail, hurricane, tornado, earthquake), or any other factors beyond the control of The OC Marathon LLC or the Releasees, there shall be **NO REFUND** of the entry fee or any other costs of the Participant in connection with the Event.

COVID-19: By signing this waiver, Participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that s/he, on behalf of the Participant, or anyone else exposed to or infected by COVID-19 by attending and or participating in the Event, and that exposure or infection may result in illness, permanent disability or death. Further, Participant acknowledges that the risk of being exposed to COVID-19 at the Event may result from acts, omissions or negligence of Participant and others, including, but not limited to other Participants or any Releasee. In addition, Participant agrees that s/he will not attend or participate in the Event if they are currently experiencing any symptoms of COVID-19 or have been in recent contact with a person with COVID-19 (or experiencing any known symptoms).

The Participant 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 Participant agrees to allow the medical professionals to release information to The OC Marathon LLC and its employees, agents or representatives regarding such treatment. The Participant warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing s/he to participate in the Event. **PARTICIPANT HAS READ THIS WAIVER AND RELEASE, UNDERSTANDS THAT S/HE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS VOLUNTARILY.**

The Participant hereby grants full permission to any and all of the Event organizers to use his/her name, voice, and/or picture without compensation or notice in any broadcast, telecast, advertising, promotion or other account of OC Marathon LLC events for any purposes whatsoever. The Participant acknowledges that providing his/her personal information including email address and/or mobile phone on the entry form entitles The OC Marathon LLC to email or SMS message him/her regarding related topics for this event or/and future marketing for OC events.

IF PARTICIPANT IS UNDER AGE 18: The parent/guardian certifies that his/her son/daughter has his/her 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 his/her son/daughter is in good physical condition and is able to safely participate in the Event. The parent/guardian authorizes medical treatment for his/her son/daughter as needed and grants access to my child's medical records as necessary. Participant

Runner Name _____ Participant Signature (or Parent/Guardian) _____

Date _____ Bib Number _____ Event _____