

## 2017 Dana Point Turkey Trot

### RELEASE & WAIVER OF LIABILITY AGREEMENT

IN CONSIDERATION OF MY OPPORTUNITY TO PARTICIPATE IN THE DANA POINT TURKEY TROT AND RELATED EVENTS AND ACTIVITIES ("EVENTS"), I, THE ABOVE NAMED PARTICIPANT, AGREE AS FOLLOWS: I acknowledge that I am aware of the inherent risks involved in a strenuous and hazardous athletic event of these types, and I voluntarily assume these risks. I attest and verify that I am physically fit, that I have sufficiently trained for the completion of the Events in which I participate, and that my physical condition has been verified by a medical doctor. I warrant that all statements made herein are true and correct and understand that the Released Parties identified below will rely on them in allowing my participation in the Events.

I agree, on my own behalf and on behalf of my heirs, estate, successors and assigns, to indemnify and hold harmless the Dana Point Chamber of Commerce ("Chamber"), City of Dana Point, County of Orange, State of California and California State Parks, Run Racing, Eventbrite, and any and all municipal agencies and departments whose property and/or personnel are used or in any way assist, and all producers, sponsors, co-sponsors, advertisers, organizers, volunteers and/or contractors of any of the Events in which I may participate, and all employees, principals, directors, shareholders, agents, members, managers, affiliates, representatives, and insurers of each of the foregoing (collectively "Released Parties") against any lawsuits, claims, or expenses (including attorneys' fees), whether arising from the negligence of any of the Released Parties or otherwise; and I fully and forever waive and release any and all rights and claims for any injuries (including death), or any other liability, to the fullest extent permitted by law, that I have or may have against any of the Released Parties relating to my participation in any Event as a contestant or volunteer. I acknowledge that the RELEASED PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EVENTS and agree that the Released Parties will not under any circumstance be liable for direct or indirect, actual or consequential, special or any other damages. I acknowledge that this Release & Waiver of Liability Agreement will be used by the Released Parties and that it governs the legal rights and responsibilities of both me and the Released Parties. Further, I hereby grant to the Chamber the worldwide right in perpetuity to use my name, voice, and/or image in any media or other account of the Events in any form and for any purpose, without compensation or approval. The Chamber reserves the right to reject any entry, and further reserves the right to change the details of the Events without prior notice. Participant understands he/she may be filmed by unmanned aircrafts (drones) during the race and allows the Dana Point Chamber to use his/her image for future promotion of the event or other marketing purposes. I understand that my entry fee is nonrefundable, the bib number is non-transferable, and that, if lost, my bib number will not be replaced. If any Event is canceled by the Chamber due to circumstances beyond its reasonable control or as a result of governmental action, the Chamber shall have no obligation to refund my entry fee or any other cost I may have incurred in connection with such Events. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I understand and agree that I hereby assume all liability for any and all medical expenses incurred as a result of my participation in the Event.

**I HAVE READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT, AND UNDERSTAND THAT I AM ASSUMING THE RISK OF, AND RELEASING AND HOLDING HARMLESS THE RELEASED PARTIES IN CONNECTION WITH MY PARTICIPATION IN THE EVENTS.**

**IF PARTICIPANT IS UNDER AGE 18, HIS OR HER PARENT OR GUARDIAN MUST SIGN THIS RELEASE & WAIVER OF LIABILITY AGREEMENT.** A Parent's or Guardian's signature below certifies that his or her child or ward has permission to participate in the Event(s). Parent or Guardian has read and understands the foregoing RELEASE & WAIVER OF LIABILITY AGREEMENT and by signing intentionally and voluntarily agrees to its terms and conditions. Parent or Guardian further certifies that his or her child or ward is in good physical condition and is able to safely participate in the Event(s). Parent or Guardian hereby authorizes medical treatment for his or her child or ward and grants access to his or her medical records as necessary and as stated above.

       **I am under 18 years of age.** My parent or legal guardian has read and understands all of the above and is signing She consents to my participation in each of the Events I have signed up to participate in.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

       **I am at least 18 years of age and have read and understand the above.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EMERGENCY CONTACT:** \_\_\_\_\_ **CONTACT NUMBER:** \_\_\_\_\_

**RELATIONSHIP TO PARTICIPANT:** \_\_\_\_\_