PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Bib #_____

Event Name: Silver Strand Half Marathon

Event Date(s): November 11, 2018

Event Location: Imperial Beach, CA

Sanction #: C18086173

For and in consideration of USA Track & Field, Inc. ("USA Track & Field" or "USATF") allowing me, the registrant, to participate in the USA Track & Field sanctioned event I am registering for herein (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age (or this Agreement is also agreed to by my parent, natural guardian, or legal guardian (the "Guardian")); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sports of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; 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 Event Organizers (as defined in Section 4 below); and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions or the actions or inactions of others participating in or organizing the Event, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties (as defined in Section 4 below).
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competition Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties, as relevant and applicable in each instance: USATF, its members, clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the event directors, the host organization and the facility, venue and property owners or operators upon which the Event takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties, as relevant and applicable in each instance.
5. As a condition of my participation in the Event, I hereby grant USA Track & Field, the event director and host organization a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, USATF, or the sport of Athletics. The foregoing grant, however, does not constitute consent for USATF or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by accepting it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have accepted this Agreement without any inducement, assurance or guarantee, and intend for my acceptance to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties.

Participant Name (or Guardian): _____ Age: _____ Date of Birth: _____/_____/_____ Male Female
Minor Name #1: _____ Age: _____ Date of Birth: _____/_____/_____ Male Female
Minor Name #2: _____ Age: _____ Date of Birth: _____/_____/_____ Male Female
Minor Name #3: _____ Age: _____ Date of Birth: _____/_____/_____ Male Female

Home Address: _____ Home Tel.: (_____) _____
Team Name_____ Email Address_____

X _____ _____/_____/_____
Signature of Participant or Guardian *Date Signed*

Revised 4/2017