

SD Tri Series 5K Fun Run/Walk

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, HOLD HARMLESS, AND RELEASE FROM LIABILITY TOBIAS PANEK, CARRIE PANEK, GRANFONDO CYCLING TOURS INC, KOZ EVENTS, THE CITY OF CORONADO, THE PORT OF SAN DIEGO, THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, CAL TRANS, USA TRACK & FIELD, ISLANDER SPORTS FOUNDATION, LIFE SPORTS FOUNDATION ITS OWNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, VOLUNTEERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), FROM ANY CLAIMS, ACTIONS, OR CAUSES OF ACTION IN ANY WAY ARISING FROM THIS EVENT, REGARDLESS OF FAULT. AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I hereby freely agree to and make the following contractual representations and agreements. I ACKNOWLEDGE THAT WALKING AND RUNNING, ARE INHERENTLY DANGEROUS SPORTS AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other walkers and their pets, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, road furniture, curbs, steps, parking delineators, equipment failure, inadequate safety equipment, Choking Hazards when food is consumed, THE RELEASEES' OWN NEGLIGENCE, the negligence of others; and the possibility of serious allergic reactions to foods. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must continually walk / run, and otherwise participate so as to neither endanger myself nor others. I accept responsibility for my conduct and the conduct of my children and pets. No refunds will be given for event cancellation. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event. I agree that the Releasees may use my email, my photo, video, or any likeness of me for marketing purposes. I agree that Releasees are not responsible for providing medical care for participation in any and all event activities. I understand and agree that in case of medical emergency every reasonable effort will be made to insure the health and well-being of participants by contacting emergency medical personnel. The cost of emergency medical treatment, including transportation, will be the responsibility of the individual participant. I certify that if I will be pushing my child in a stroller during this event, I release KOZ Events, from any responsibility of that child during the event. I understand that participation in this event is completely voluntary and not required for entry. you are solely responsible for your interactions with other participants. The event staff retains the right to disqualify anyone at any time during the event if the Event Staff feels it is a medical necessity or in the interest of the safety of the group or any participants. Refunds are not given in such circumstances.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Signature: _____ Printed Name: _____
Date: _____

If under 18 the release must be signed by legal guardian: _____
Name: _____ Date: _____