

MANHATTAN BEACH OLD HOMETOWN 10K

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT for **ADULTS (Age 18 or older) and MINORS (age 17 and under)**

THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTIONS OF RISK AND INDEMNITY AGREEMENTS APPLIES TO THE MANHATTAN BEACH OLD HOMETOWN 10K RUN TO BE HELD ON OCTOBER 6, 2018, IN MANHATTAN BEACH, CALIFORNIA, OVER THE ROADS AND FACILITIES THERE OF (the "Event") THIS APPLIES TO THE 10K RUNNING RACE EVENT ITSELF AND TO ALL RELATED ACTIVITIES INCLUDING PRE AND POST EVENT PARTIES AND EVENTS.

For and in consideration of The Manhattan Beach 10k Committee allowing the undersigned to participate in the Event identified above as a runner, walker, and/or volunteer; 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**"). If I am an adult signing on behalf of a minor (the "**Minor**") I make the same contract on behalf of that Minor and all of the same persons or entities related to or representing that Minor: I further represent, warrant and guarantee that I have full legal and moral authority to sign this Agreement on behalf of the Minor and to thereby relinquish substantial legal rights on behalf of the Minor.

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event, have trained for the Event and have not been advised by a health professional to not undertake this or similar RUNNING AND RACING events 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. If I am signing this Agreement on behalf of a Minor I am making the same representations for and on behalf of that Minor.

2. I understand and acknowledge that participation in this 10k Event is inherently dangerous as it is a RUNNING AND RACE event. As such, the Event 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, 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; 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, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, 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. If I am signing this Agreement on behalf of a Minor I am making the same representations and assuming the same risks for and on behalf of that Minor.

3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event by the Manhattan Beach 10k Committee, including but not limited to any and all safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event. If I am signing this Agreement on behalf of a Minor I accept full and unconditional responsibility for the conduct of that Minor during the Event. I understand that the Manhattan Beach 10k Committee reserves the right to refuse or may terminate at any time, at my expense, my participation in the Manhattan Beach 10k for any reason it deems necessary for the safety of myself and/or other participants. I accept their right to take such action.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Manhattan Beach 10k Committee and its members; and all Organizers, Promoters, Sponsors, Advertisers, and all those who in any way facilitate registrations or participations in this Event, including but not limited to those who have facilitated online registration including but not limited to RaceWire/SPay, Inc., and those that have facilitated in-person registrations including but not limited to The Village Runner; all Venue and Property Owners or Operators upon which the Event takes place; the County of Los Angeles, the City of Manhattan Beach, and all Law Enforcement Agencies and other Public Entities providing support for the Event; the Manhattan Beach Chamber of Commerce; the Manhattan

Beach Hometown Fair Association; the Mira Costa Choir and the Mira Costa Choir Boosters; 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 reasonable 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, including claims for Liability caused in whole or in part by the negligent acts or omissions 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 any may be incurred as the result of such claim. I hereby warrant that I 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 signing 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 signed this Agreement without any inducement, assurance or guarantee, and intend for my signature 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. This Agreement will be interpreted under California law. If I am signing this Agreement of behalf of a Minor, I hereby further represent, warrant and guarantee that I have the legal and moral right and authority to bind said Minor to all of the terms of this Release, Waiver and Covenant and Indemnity as if said Minor were an adult, and acknowledge that I am giving up substantial legal rights on behalf of the Minor and that Minor's parents, legal guardians, heirs, and any other legal or personal representative. I hereby grant full permission to any and all of the above Released Parties and Event Organizers to use any photographs, videotapes, motion pictures, digital images, website images, streaming video or any other record of this Event without qualification and without compensation.

Participant

Print Name: _____ Age: _____ Date of Birth: _____ / _____ / _____ Male Female

Home Address: _____ Most Appropriate Tel.: (____) _____

Name of most appropriate contact person in case of emergency: _____: Tel: (____) _____

X _____ / _____ / _____

Signature of Participant as runner, walker and/or volunteer and Date Signed

Signature on behalf of the above identified adult individual and/or also on behalf of the below named Minor(s)

IF SIGNING ON BEHALF OF A MINOR(S):

Minor # 1. Print Name: _____ Age: _____ Date of Birth _____ Male Female

Minor # 2. Print Name: _____ Age: _____ Date of Birth _____ Male Female

Minor # 3. Print Name: _____ Age: _____ Date of Birth _____ Male Female