

GENERAL RELEASE AND WAIVER - Kids Run the OC Final Mile Waiver - April 30, 2022

ALL ATHLETES, COACHES, VOLUNTEERS AND STAFF (PARTICIPANTS) IN THE 2022 KIDS RUN THE OC PROGRAM AND RELATED EVENTS ("EVENTS") ARE REQUIRED TO, AND HEREBY ACKNOWLEDGE, ACCEPT AND ASSUME ALL RISK OF PARTICIPATION IN BOTH THE LIVE AND VIRTUAL EVENTS 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 releases, waives, discharges and covenants not to sue The OC Marathon LLC, The OC Marathon Foundation, the OC Fair and Event Center, MemorialCare, the City of Costa Mesa, USA Track & Field (USATF), 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 Events, 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 Events. The Participant represents and warrants that s/he is in good physical condition and is able to safely participate in the Events. The Participant is fully aware of the risks and hazards inherent in participating in the Events, and the Participant voluntarily assumes these risks. 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 Events, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services. **The Participant acknowledges that any entry or registration fees paid are non-refundable and non-transferable.** The Participant acknowledges and agrees that The OC Marathon LLC or The OC Marathon Foundation, in its sole discretion or at the direction of public safety officials, may delay or cancel the Events if it believes the conditions on the race day are unsafe. Should the Events be delayed, rescheduled or canceled for any reason, including but not limited to: fire or air quality, communicable disease/virus, 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 the novel coronavirus (COVID-19) and voluntarily assumes the risk that s/he or anyone else may be exposed to or infected by COVID-19 by attending and or participating in the Events, 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 Events may result from acts, omissions or negligence of Participant and others, including, but not limited to other Participants or any Releasee. Participant knowingly and voluntarily agrees to comply with and adhere to any and all necessary and required COVID-19-related safety and risk mitigation practices during Participant's attendance and participation in the Events. Such practices may include, but are not limited to, temperature checks, maintaining social distancing, wearing of a mask or face covering, and washing hands and/ or using hand sanitizer frequently. Participant agrees to comply with changes to CDC Guidelines as necessary. Participant acknowledges that s/ he will not be able to participate if they are shown to have a fever of 100.4 or higher. 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 authorizes the medical director of the Events, and their agents, affiliates and designees, to perform 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 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. 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 Events. PARTICIPANT HAS READ THIS WAIVER AND RELEASE, UNDERSTANDS THAT S/HE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS VOLUNTARILY. IF PARTICIPANT IS UNDER AGE 18: The parent/guardian certifies that his/her son/daughter has his/her permission to participate in the Events. 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 Events. The parent/guardian authorizes medical treatment for his/her son/ daughter as needed and grants access to my child's medical records as necessary.

Student First Name _____ **Student Last Name** _____

Parent/Guardian Name _____

Parent Guardian Signature _____ **Date** _____