

## **Waiver 1: 2010 OC Marathon Waiver**

ALL PARTICIPANTS IN THE OC MARATHON AND RELATED EVENTS ("EVENT") ARE REQUIRED TO, AND HEREBY DO, ASSUME ALL RISK OF PARTICIPATION IN THE EVENT BY SIGNING THIS GENERAL RELEASE AGREEMENT.

The undersigned athlete ("Athlete") on behalf of himself/herself and on behalf of Athlete's personal representatives, assigns, heirs, executors, and successors hereby fully and forever releases, waives, discharges and covenants not to sue The OC Marathon, the City of Newport Beach, the City of Costa Mesa, the City of Irvine, and the City of Santa Ana, OC Fair and Event Center, South Coast Plaza, USA Track & Field (USATF), OC Parks, County of Orange, any or all of the charities or Orange County 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 Event, and the directors, officers, affiliates, employees, representatives, volunteers, sponsors, agents or other relations to such (collectively, the "Releasees") from any and all liability to the Athlete 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 Athlete or property or resulting in the death of the Athlete, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with the Athlete's participation in the Event.

The Athlete represents and warrants that he/she is in good physical condition and is able to safely participate in the Event. The Athlete is fully aware of the risks and hazards inherent in participating in the Event, and the Athlete voluntarily assumes these risks. The Athlete attests and verifies that s/he is physically fit and has sufficiently trained for the completion of the Event in which s/he participates and that his/her physical condition has been verified by a medical doctor. It is understood and agreed that Athlete hereby assumes liability for any and all medical expenses incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

The Athlete hereby grants full permission to any and all of the foregoing to use his/her name, voice, and/or picture without compensation or notice in any broadcast, telecast, advertising, promotion or other account of this event for any purposes whatsoever. The Athlete acknowledges that providing his/her email address on the entry form entitles The OC Marathon to email him/her regarding related topics. The Athlete acknowledges that the entry fee paid is non-refundable and non-transferable. The Athlete acknowledges and agrees that The OC Marathon, in its sole discretion, may delay or cancel the Event if it believes the conditions on the race day are unsafe. In the event the Event is delayed or cancelled for any reason, including but not limited to: fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, acts of God or the elements (including without limitation, rain, hail, hurricane, tornado, earthquake), or any other cause beyond the control of The OC Marathon, there shall be no refund of the entry fee or any other costs of the Athlete in connection with the Event.

The Athlete hereby grants to the medical director of the Event, and their agents, affiliates and designees access to all medical records (and physicians) as necessary and authorizes medical treatment as needed. In the event that medical treatment is required, the Athlete agrees to allow the medical professionals to release information to The OC Marathon and its employees, agents or representatives regarding such treatment. The Athlete warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing Athlete to participate in the Event. I HAVE

READ THIS WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

IF ATHLETE IS UNDER AGE 18: The parent/guardian certifies that my son/daughter has my permission to participate in the Event. 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 my son/daughter is in good physical condition and is able to safely participate in the Event. The parent/guardian authorizes medical treatment for my son/daughter as needed and grants access to my child's medical records as necessary.

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

Parent/Guardian (if under 18) Signature: \_\_\_\_\_ Date: \_\_\_\_\_