

UNIVERSITY OF CALIFORNIA, Irvine

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In return for being permitted to participate in the following activity or program ("The Activity"), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the University, I, for myself, heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** The Regents of the University of California, its directors, officers, employees, and agents ("The University"), from liability **from any and all claims, including the negligence of The University**, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Activity and any use of University premises and facilities.

**Description of Activity or Program:**

8:30 am – 11 am – OC Marathon: Run For A Claus 5K and Kids One Mile Run/Walk. Route Ring Road, Aldrich Hall Turnaround, Gateway Plaza & certain streets. Expo: info tables-activities-snacks-water

**Date(s):** Sat. 12/7/19

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions, to 3) catastrophic injuries such as paralysis and death.

**Indemnification and Hold Harmless:** I also agree to indemnify and hold The University harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of my involvement in The Activity, and to reimburse it for any such expenses incurred.

**Severability:** I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

**Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

**Acknowledgment of Understanding:** I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I confirm that I am signing the agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

**Participant Name (print)** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

**Participant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Minor Name #1** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

**Minor Name #2** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Minor Participant(s).

\_\_\_\_\_  
**Parent/Guardian Name (print)** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



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

Bib # \_\_\_\_\_

**Event Name: Run for a Claus 5K & 1 Mile**

**Event Location and Description: 5K and 1 Mile Run/Walk University of California, Irvine**

**Event Date(s): December 7, 2019**

For and in consideration of allowing me, the undersigned, to participate in the event described above (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 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 running/walking events and Event carries with it certain inherent risks that cannot be eliminated. I understand and acknowledge the risks and dangers associated with participation in the Event and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or man-made objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; 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.
3. I hereby release, waive, discharge and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: The Regents of the University of California, it's directors, officers, employees and agents, ("The University"), the OC Marathon LLC, The OC Marathon Foundation, the City of Irvine, RRCA, USA Track & Field, Inc. and any other organizers, promoters, sponsors, advertisers, 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) resulting in personal injury (including death), accidents 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.
4. I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect and that this agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with the Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.
5. As a condition of my participation in the Event, I hereby grant the event organization a limited license to use my name, likeness, image, photograph, voice, video, 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 or the sport of Athletics.
6. I hereby grant to the medical director of the Event, and their agents, affiliates and designees access to all medical records (and physicians) as necessary and authorize medical treatment as needed. In the event that medical treatment is required, I agree to allow the medical professionals to release information to The OC Marathon LLC and its employees, agents or representatives regarding such treatment.

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, including my right to sue 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.

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, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. d) The Guardian authorizes medical treatment for the participants listed below and grants access to said participant's medical records as necessary.

Participant Name (or Guardian): \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Male or Female

Minor Name # 1 \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Male or Female

Minor Name # 2 \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Male or Female

Minor Name # 3 \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Male or Female

X \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*Signature of Participant or Guardian* *Date Signed*