

# 2012 Costa Mesa Community Run

## VOLUNTEER APPLICANT WAIVER AND RELEASE AGREEMENT

### READ CAREFULLY BEFORE SIGNING



Thank you for electing to act as a volunteer with the Costa Mesa Community Run! We are glad to have you on board. We appreciate your offer to use your skills and experience in whatever aspects of the event you are most interested in participating. We recognize the choice you have made to take time away from your job and other interests in order to lend your talents to this event and we appreciate your choice to do so.

This Voluntary Waiver and Release Agreement ("Agreement") is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian (together with any heir, successor, representative or assign, collectively as "Participant") in favor and for the sole and exclusive benefit of the Organizers (as defined herein). In connection with Participant's involvement in the Costa Mesa Community Run, or any event which may take place in connection with (the "Event"). Participant hereby certifies, warrants, represents, agrees and covenants to its member organizations and member clubs, the Hosts, the Host Cities, local organizing committees and any of the respective Event sponsors, promoters and contractors (individually and collectively, together with their respective affiliates, officers, employees, partners, shareholders, members, sponsors, contractors, agents, successors and assigns, the "Organizers") that he/she is:

(1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE EVENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH EVENT;

(2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT;

(3) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY. FURTHERMORE, PARTICIPANT AGREES THAT HE/SHE DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PARTICIPANT'S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE EVENT, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF ANY VEHICLE IN CONNECTION WITH THE EVENT, AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPANT HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS THE ORGANIZERS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ALL ACTIVITIES ASSOCIATED THEREWITH.

Participant further agrees that the Organizers shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Event and to use Participant's name, likeness, voice and biographical information in connection therewith.

If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE.

PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

**Participant hereby certifies that all information provided below is true, accurate and complete in all respects.**

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2012

Address: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**(IF APPLICABLE) If under the age of 18 years, PARENT OR LEGAL GUARDIAN MUST COMPLETE:**

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2012

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ cell  home