

South Bay Runners' Club. 2021 WAIVER AND RELEASE OF LIABILITY

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE **South Bay Runners' Club** AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

2020 WAIVER AND RELEASE OF LIABILITY. I hereby represent that I am in good health and in proper physical condition to participate in the Event; and 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.

COVID-19 release of liability I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that **South Bay Runners' Club** has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that **South Bay Runners' Club** can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, others I have come into contact with. I voluntarily seek services provided by **South Bay Runners' Club** and acknowledge that I am increasing my risk of exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while participating. I attest that: * I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell. * I have not traveled internationally within the last 14 days. * I have not traveled to a highly impacted area within the United States of America in the last 14 days. * I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19. * I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities. * I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19. I hereby release and agree to hold **South Bay Runners' Club** harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the organization, or that may otherwise arise in any way in connection with any services received from **South Bay Runners' Club**. I understand that this release discharges **South Bay Runners' Club** from any liability or claim that I, my heirs, or any personal representatives may have against **South Bay Runners' Club** with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from **South Bay Runners' Club**. This liability waiver and release extends to the **South Bay Runners' Club** together with all owners, partners, and employees.

I understand and acknowledge the physical and mental rigors associated with running events and portions of such Events can be inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road 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 harm or damage which may not be readily foreseeable, and other 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 acts, inaction or negligence 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 the Event.

I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: **South Bay Runners' Club**, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, 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 reasonable attorneys fees) of any kind or nature which may arise out of, result from, or relate to my participation in the completing the distance I signed up for by running and/or walking, including claims for Liability caused in whole or in part by the negligence 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 Liability which any may be incurred as the result of such claim. I hereby warrant 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 the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, 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. As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's 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 may be incurred as the result of such claim.

Print Name:
Signature:
Date:

Print Name:
Signature:
Date: