

# THE WALNUT RUN 5K & 10K RUN – September 11, 2016

## ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of the athletes, equipment, vehicular traffic, actions of other people including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors and/or producers of the event, and lack of hydration. These risks are not only inherent to athletes, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. \_\_\_\_\_ (INITIAL)

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.

I acknowledge that the Accident Waiver and Release of Liability form will be used by the event holders, sponsors, and organizers, in which I may participate and that it will govern my actions and responsibilities as said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this event. THE FOLLOWING ENTITIES OR PERSONS, Eric Miller, Monumental Racing LLC, Chris McCrary, City of Walnut Creek, The Walnut Festival, their officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a results of participation in this event, whether caused by the negligence of release or otherwise \_\_\_\_\_ (INITIAL)

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read the document; and, I understand its content.

\_\_\_\_\_  
Print Participants Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### PARENT GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardians.

\_\_\_\_\_  
Print Parent of Guardian Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Signature of Parent of Guardian  
(If under 18 years old, Parent or  
Guardian must also sign).

\_\_\_\_\_  
Date