



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

### **Specific Event Waiver Form for MINORS, ADULTS AND VOLUNTEERS**

**Event Name: ABC Into the Summer Fun Run Event Date: \_\_\_\_\_**

**Event Location: Los Cerritos Center, 239 Los Cerritos Center, Cerritos, CA 90703.**

### **PLEASE CHECK OFF ALL APPLICABLE BOXES INDICATING THE FOLLOWING APPLIES TO YOU AS AN ADULT, OR THAT YOU ARE AGREEING ON BEHALF OF YOUR MINOR CHILD:**

**FOR ADULT PARTICIPANT:** For and in consideration of the ABCUSD Education Foundation allowing me, the undersigned, to participate in the event described above (the "Event"); 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");

**FOR PARENT/GUARDIAN OF MINOR PARTICIPANT:** For and in consideration of the ABCUSD Education Foundation allowing the minor identified below to participate in the event described above (the "Event"); I, for myself, and on behalf of Minor, and the Minor's parents/legal 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");

**FOR VOLUNTEERS:** For and in consideration of the ABCUSD Education Foundation allowing me, the undersigned, to participate in the event described above (the "Event") as a Volunteer; 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");

**FOR ADULT PARTICIPANT:** I hereby represent that (i) I am at least eighteen (18) years of age or older; (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.

**FOR PARENT/GUARDIAN OF MINOR PARTICIPANT:** I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, that I am responsible for the Minor's safety and well-being at all times and under all circumstances while at the Event site.

**FOR VOLUNTEERS:** I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event as a Volunteer; 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 as a Volunteer. 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.

**FOR ADULT AND MINOR PARTICIPANTS:** I understand and acknowledge that participation – and if applicable, with the Minor's participation -- in track & field, road running, race walking, cross country, and river trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water 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, 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 my minor’s 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 or my minor incur as a result of my participation in any Event.

**☐ FOR ADULT AND MINOR PARTICIPANTS AND VOLUNTEERS:** I agree to be familiar with – and if applicable -- that my Minor is required to be familiar with – and that I, and if applicable, my Minor, to abide by the Rules and Regulations established for the Event, and to abide by the Rules and Regulations established for the Event, including but not limited to any Competitive Rules adopted by the Event Organizer and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own or if applicable, my minor’s conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

**☐ FOR ADULT AND MINOR PARTICIPANTS AND VOLUNTEERS:** I hereby – and, if applicable, on behalf of the Minor, I hereby -- Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: ABCUSD Education Foundation, its board members, associations; ABC Unified School District; the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; Municipalities; Macerich, the Host Organization and the Facility, Venue and Property Owners or Operators 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 attorney’s fees) 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.

**☐ FOR ADULT PARTICIPANTS AND VOLUNTEERS:** I hereby warrant that I 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 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.

**☐ FOR PARENT/GUARDIAN OF MINOR PARTICIPANT:** I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, 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, the Minor’s parents/legal 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.

**ADULT OR VOLUNTEER PARTICIPANT:**

Print Name: \_\_\_\_\_ Age: \_\_\_\_ Date of Birth: \_\_/\_\_/\_\_  Male  
 Female

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

Home Tel.: (\_\_\_\_) \_\_\_\_\_

X \_\_\_\_\_ Date Signed \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Signature of Participant Or, Volunteer**

**PARENT/GUARDIAN OF MINOR PARTICIPANT**

MINOR: Print Name: \_\_\_\_\_ Age: \_\_\_\_ Date of Birth: \_\_/\_\_/\_\_   
Male  Female

X \_\_\_\_\_ Date Signed \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Signature of Parent/Legal Guardian for Minor(s)**