



Athlete's – Participant's Waiver – Release Form

County of San Diego

DPW / Traffic Engineering, Special Event Permits
5469 Kearny Villa Rd., # 201, San Diego, CA 92123-1159
Phone (858) 874-4040 Fax (858) 874-4028



This is a contract with legal consequences. I have been advised to read it carefully before signing.

1. I hereby waive, release and discharge for myself, my heirs, legal representatives, executors, administrators, assignees, and successors in interest (collectively referred to as "Successors") any and **all rights and claims for damages**, injuries, expenses or costs of any kind which I have now or may acquire in the future that are directly or indirectly related to my participation in or association with the Event (collectively referred to as "Claims"), **against the County of San Diego**, law enforcement agencies, the sponsors, organizers and any promoting organizations for this Event, and their respective agents, officials, and employees (collectively referred to as the "Released Parties"). The waived, released and discharged Claims include claims arising from the Released Parties' own active or passive negligence.

Initials

2. I acknowledge and fully realize the dangers of participating in a **athletic event and fully assume the risks associated with participation including**, by way of example and not limitation, the following: the dangers of collision with pedestrians, vehicles, other participants, and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, the **Released Parties' Own Negligence**, weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic events.

Initials

3. I agree it is my sole responsibility to be familiar with the course and any **special regulations for the Event**. I understand and agree that situations may arise during the **Event** that are beyond the immediate control of Event supervisors and organizers and I must continually participate so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my equipment. For bicycle events I will ride wearing a helmet that satisfies requirements of the U.S. Cycling Federation's Racing Rules capable of protecting against serious head injury. I assume all responsibility for the selection of the helmet. I have no physical or mental condition, which to my knowledge, would endanger others or myself if I participate in this Event, or would interfere with my ability to participate in this Event.

Initials

4. I agree for myself and Successors that the above **representations are contractually binding** and are not mere recitals, and that should I or my Successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally. Waiver of any provision of this agreement is intended to be severable. If one or more provision is found to be unenforceable or invalid, the remaining terms and provisions shall remain binding and enforceable.

Initials

Type of event (description): **Thank You Run 5K**

Initials

Participant's Name (printed): _____ Club/Team Name: _____

Address: _____ City, State & Zip _____

Age: _____ Home Phone: _____ Work Phone: _____ Other Phone: _____

Who to notify in case of emergency (printed): _____ Phone: _____

Sign & date

Signature of Event Participant (also initial above paragraphs as noted) Date

Consent and Release of Parent or Guardian

I, as the parent or guardian of the above named minor hereby give permission for my child or ward to participate in the Event and further agree, individually and on behalf of my child or ward, to all terms stated above.

Sign & date

Signature of Parent or Guardian (also initial above paragraphs as noted) Date