FIRST RESPONDERS RELAY

WAIVER AND RELEASE OF LIABILITY

NAME _____DOB____/____/____AGE _____

ADDRESS_____

CITY _____ STATE_____ ZIP _____

HOME PHONE ( ) _____ CELL ( ) _____

AGENCY NAME_____TEAM _____

For Emergency Occurring Day of the Race Contact:

NAME _____ PH # ( ) _____

For and in consideration of California Police Athletic Federation ("CPAF") allowing me, the undersigned, to participate in the First Responders Relay (**Event" or "Events")**; 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")**;

1. 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, and that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in, road running, and 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, 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 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 incur as a result of my participation in any Event.

3. The undersigned Participant on behalf of himself/herself and on behalf of the Participant's personal representatives, assigns, heirs, and executors, hereby fully and forever releases, waives, discharges and covenants not to sue the CPAF and all municipal agencies whose property and/or personnel are used, including medical personnel, volunteers, staff, and all other sponsoring or co-sponsoring companies, organizations, or individuals, related to the Events (collectively "Releasees") from all liability to the Participant and his/her personal representatives, assigns, heirs and executors, for all loss(es) or damage(s) and any and all claims or demands therefore, on account of injury to the Participant or property or resulting in the death of the Participant, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with the Participant's participation in the Events.
4. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event.
5. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the CPAF 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.
6. I hereby grant CPAF, dba First Responders Relay, a limited license to use my name, likeness, image, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, CPAF, or the sport of Athletics. The foregoing grant, however, does not constitute consent to use my Likeness in an endorsement of any product or service without my specific written consent.
7. I acknowledge that if any provision or part-provision of this Agreement is, or becomes, invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

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, and 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.

_____ _____

Signature Date