

Rose Bowl Half Marathon, 10k, 5k & Kids Races
Accident Waiver, Release of Liability, and Hold Harmless
Event Date: 1/22/2012

IN THIS DOCUMENT YOU ARE ASSUMING THE RISK OF, AND RELEASING AND HOLDING HARMLESS THE EVENT PRODUCERS, SPONSORS AND ORGANIZERS FROM ALL LIABILITY IN CONNECTION WITH, PARTICIPATING IN THE ROSE BOWL HALF MARATHON, 10K/5K AND KIDS RACE

*I acknowledge that the Rose Bowl Half Marathon, 10k, 5k and Kids Races, an athletic event ("Event") is a 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 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 athletics, but are also present for volunteers. Therefore, I hereby ASSUME ALL RISKS of participating and/or volunteering in this Event. Further, in consideration of the acceptance of my application and the Event's agreement to permit me to participate in the Event, I hereby take action for myself, my executors, administrators, next of kin, successors, and assigns to both (A) Waive, Release, Discharge, and Agree not to sue, and (b) Indemnify and Hold Harmless THE FOLLOWING ENTITIES OR PERSONS from any and all liability and for all loss or damage based upon any claim or demand, on account of injury to my person or property, or the property of or injury to others, whether or not resulting in disability or death, and whether caused by the negligence or recklessness of, provided this does not extend to gross negligence of THE FOLLOWING ENTITIES OR PERSONS or otherwise as a result of my participation in the Event: **Pacific Sports LLC, Rose Bowl Operating Company, City of Pasadena, City of La Canada Flintridge, NASA, California Institute of Technology and Jet Propulsion Laboratory and all such parties' respective employees, officers, trustees, members, agents, instrumentalities and contractors. All such Entities and persons are referred to as the "Released Parties."***

I knowingly and voluntarily waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code or by any similar law or provision which Section reads as follows "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR

Further, I agree that the following statements are true and correct and understand that the Released Parties have relied on them in accepting my application and permitting me to participate on the Event:

- 1. 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.*
- 2. I certify that I am physically fit, have sufficiently trained for participation on the event and have not been advised otherwise by a qualified medical person.*
- 3. I acknowledge that this Accident Waiver, Release of Liability, and Hold Harmless form will be used by the Released Parties at the Event and that it governs the legal rights and responsibilities of both me and the Released Parties.*

Finally, I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness, during the Event. I also understand that I may be photographed at this Event and its related activities, and agree to allow my photo, video or film likeness to be used for any legitimate purpose by the Event producers, producers, sponsors, organizers and assigns.

The Accident Waiver, Release of Liability, and Hold Harmless shall be construed broadly to provide a release, a waiver, and hold harmless to the maximum extent permissible under applicable law.

I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENT.

PARENT GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD). The undersigned parent and natural 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 released parties 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 guardianship. **Parent or Guardian must sign below if participant is under 18 years old.**

PRINT YOUR NAME	SIGN HERE (Parent/Guardian if under 18)	CONTACT HERE AT RACE OR EMERGENCY PHONE #	Bib#