

PALO CORONA CROSS-COUNTRY TRAIL

WAIVER ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL)

PLEASE READ CAREFULLY BEFORE AGREEING TO THIS ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY

I acknowledge that running and/or cross-country racing 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. Even for non-runners, there are other risks of injury or property loss by participating in or attending the EVENTS. The undersigned acknowledges that there are potential hazards at each of the EVENTS, including poison oak; uneven running and walking surfaces; steep terrain; swarms of bees, hornets, wasps, other insects; wildlife; river currents and other dangers. The word "Event" or "Events" as used in this AWRL mean(s) and include(s), but is not limited to, the following activities: all running, cross-country and other races, spectator activities, monitoring, timing, coaching, maintenance activities, promotional activities, open houses, parties, expos, food and beverages activities, sales activities, seminars, workshops, volunteer activities, travel to and from any Event, parking at or near the Events, pre-and post-race activities, and all other activities hosted, sponsored, promoted, conducted and/or supervised by the RELEASED PARTIES (defined below). I and the RELEASING PARTIES (defined below) HEREBY ASSUME ALL RISKS OF PARTICIPATING IN OR ATTENDING ALL EVENTS AT THE PALO CORONA CROSS-COUNTRY TRAIL AND THE SURROUNDING AREAS (DEFINED BELOW), COLLECTIVELY THE "CROSS-COUNTRY TRAIL". The term "SURROUNDING AREA" includes, but is not limited to, the CROSS-COUNTRY TRAIL, the start and finish areas, spectator areas, Palo Corona Regional Park and all other locations in the proximity of such areas. I certify that I am physically fit, have sufficiently trained for participation in the Events (defined below), or am otherwise able to participate in or attend the Events at the CROSS-COUNTRY TRAIL and SURROUNDING AREAS and have not been advised against participation or attendance by a qualified health professional. I acknowledge that all my statements on this AWRL are being accepted and are being relied upon by the Big Sur Marathon Foundation ("BSMF") and the various race sponsors, organizers, Monterey Peninsula Regional Park District ("MPRPD") and administrators in permitting me to participate in and/or attend the CROSS-COUNTRY TRAIL and Events.

In consideration for allowing me to participate in or attend the CROSS-COUNTRY TRAIL and EVENTS, I hereby take the following action for myself, my minor children, wards, conservatees, executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or

sue on my or their behalf (collectively the "RELEASING PARTIES"), and I expressly acknowledge my intent to take these actions: (a) I AGREE that prior to participating in or attending an Event I will inspect all trails, facilities, equipment, and areas to be used and if I believe any are unsafe I will immediately advise the person supervising the Event; (b) I WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims, losses (economic and non-economic), or liabilities, for death, personal injury, partial or permanent disability, illness, property damage, medical or hospital bills, theft, or damages of any kind, which may arise out of, result from, or relate to my or any RELEASING PARTY attending, participating in or traveling to or from the CROSS-COUNTRY TRAIL and/or any of its Events (collectively "CLAIMS"), AGAINST THE FOLLOWING PERSONS OR ENTITIES: BIG SUR MARATHON FOUNDATION, MPRPD, EVENT SPONSORS, RACE DIRECTORS, EXECUTIVE DIRECTORS, EVENT PRODUCERS, VOLUNTEERS, ALL STATES, CITIES, COUNTIES, PARK DISTRICTS OR OTHER GOVERNMENTAL BODIES OR LOCATIONS IN WHICH THE CROSS-COUNTRY TRAIL OR SEGMENTS OF THE CROSS-COUNTRY TRAIL ARE HELD, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ALL OF THE ABOVE, EVEN IF SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM (OR THE RELEASING PARTIES ARE) RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY (collectively the "RELEASED PERSONS"); (c) I ACKNOWLEDGE that there may be runners, traffic, persons, spectators and/or RELEASED PERSONS on the CROSS-COUNTRY TRAIL, the Surrounding Area (defined below), or elsewhere who may harm me or damage my property, and I ASSUME THE RISK OF SUCH HARM AND DAMAGE IN PARTICIPATING IN OR ATTENDING THE CROSS-COUNTRY TRAIL and EVENTS.

I also ASSUME ANY AND ALL OTHER RISKS associated with participating in or attending the CROSS-COUNTRY TRAIL and EVENTS, including but not limited to illness, falls; contact with other participants, spectators, attendees and/or vehicles; the effects of weather including heat, cold, water drainage, cracking and/or humidity; defective equipment; the condition of the trails and roads (including defective conditions thereon, uneven surfaces, holes and ruts caused by animals or water, and lack of maintenance); trail and road barriers; water hazards; terrorism; and any hazard that may be posed by spectators, volunteers, attendees, vehicles and from all other sources, all such risks being known and appreciated by me; and I further acknowledge that these risks include risks that may be the result of the negligence of any of the RELEASED PERSONS or of other persons or entities. I FURTHER COVENANT AND AGREE NOT TO SUE or make claims against any of the RELEASED PERSONS for any and all of the CLAIMS that I have waived, released, or discharged herein; and I INDEMNIFY AND HOLD HARMLESS each and all of the RELEASED PERSONS from any and all expenses incurred, CLAIMS made

or incurred, or liabilities assessed against the RELEASED PERSONS, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, (i) my actions or inactions; (ii) my breach or failure to abide by any part of this AWRL including but not limited to my covenant not to sue; or (iii) any other harm caused to me.

I FURTHER GRANT PERMISSION for the use of my name and/or likeness including photographs, videos and digital images relating to my participation in or attendance at the CROSS-COUNTRY TRAIL and EVENTS, and I WAIVE all rights to any compensation to which I may otherwise be entitled as a result of the use of my name or likeness including photographs, videos and digital images.

The Undersigned further expressly agrees that the foregoing AWRL is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE AWRL, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND AND AGREE TO ABIDE BY ITS CONTENTS. IF I AM NOT 18 YEARS OLD, MY PARENT(S) OR GUARDIAN(S) AFFIRM THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND IT AND AGREE TO ABIDE BY ITS CONTENTS FOR THEMSELVES AND ON MY BEHALF.

SIGNATURE OF CHILD

SIGNATURE OF PARENT/GUARDIAN

Date: _____