

PARTICIPANT CONSENT, WAIVER AND RELEASE FROM LIABILITY
2018 Stop, Drop & Mud 5K Race presented by Central Calaveras Firefighter Association

I acknowledge that participating in the Stop, Drop & Mud 5K Race presented by the Central Calaveras Firefighters Association involves an above –average risk of personal injury and death to myself and damage to my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this Waiver and Release from Liability. In exchange for being permitted to compete in the Event, I agree to the following:

I am in good health and have no mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself or in conjunction with any other circumstance, including, but not limited to, those activities associated with the Event affect my ability to compete in the Event and have not been advised otherwise by a medical practitioner. I am covered by medical insurance, individually or as part of an organization.

I assume all risks associated with my participation in the Event and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, which may not be reasonably foreseeable by anyone at any time. On behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns, and anyone else who might attempt to sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers(including race directors), volunteers, and all other persons or entities involved with the Event, states, cities, towns, and other governmental bodies and locations in which the Events or portions of Events take place, and the officers, directors, employees, agents, insurers, and representatives of all of the above, including but not limited to Central Calaveras Fire & Rescue Protection District, Central Calaveras Firefighters Association, Senders El Dorado Ranch, LLC., along with their parent companies, affiliates, and their successors and assigns ("Companies") their respective employees, agents, or volunteers from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind, for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from the Event, or for any injuries, losses, damages, claims, liabilities or expenses that are caused or alleged to be caused by their negligent acts or omissions, or the condition of the property, facilities or equipment used for the Event.

I agree to indemnify, defend and hold harmless Companies and their employees, agents and volunteers from and against any claims, causes of action, damages, judgements, liabilities, fees (including attorney's fees), costs and expenses incurred by Companies as a result of my unlawful actions or failure to act during the Event.

I give permission for Companies to use my biography, name and likeness ("Rights") in connection with the Event, and publicity, advertising and promotion for the Event and future editions of the Event. I waive any right that I may have to inspect or approve any finished product that may be used in connection with the Event. I assign to Companies all Rights I may have to my biography, appearance, name, voice, photo, video or film likeness that have been captured in connection with the Event. I consent to appear in broadcasts of the Event in perpetuity.

I agree to obey all traffic laws throughout the course of the Event. I agree to wear appropriate safety equipment, as established by industry standards and common safety practices, during all activities and competitions at the Event. In connection with any injury or other medical conditions I may experience during the Event, I authorize medical treatments deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who may provide medical treatment to me for malpractice. I agree to conduct myself in a professional manner and treat all colleagues, officials and spectators respectfully. I realize that if disciplinary action is taken against me, I may be suspended from the Event and future Events.

This waiver is a legally binding agreement and will be construed as broadly as necessary to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions.

I have read this document and I understand its content. I am of sound mind and body and not under the influence of alcohol or any illicit or prescription drug or medication which may in any way impair participant's ability to enter into this agreement. I fully understand the respective intent and meaning of all of the terms and provisions hereof and to participate in the Event. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release without coercion or duress.

NAME OF PARTICIPANT: _____ **AGE:** _____ **DATE OF BIRTH:** ____/____/____

PARTICIPANT'S SIGNATURE: _____ **DATE:** _____

PARENT/GUARDIAN SIGNATURE (Required if participant is under the age of 18): _____

As the Parent and/or legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's 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 may be incurred as the result of such claim.

DATE: _____