

SGRAIL MARIN - Waiver

PLEASE READ CAREFULLY — THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

In consideration of you accepting this entry, I, the participant, intending to be legally bound, do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, RunSignup.com, and all of its agents assisting with the event, the event sponsors and their representatives, volunteers and employees, including but not limited to Animo Performance LLC (collectively, the "Released Parties") for any and all injuries to me or my personal property, including any and all claims arising out of or relating to the ordinary negligence of any of the Released Parties. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees. Notwithstanding anything to the contrary, this release does not apply to, and I do not waive, any claim arising from the gross negligence, recklessness, willful or wanton misconduct, or fraud of any of the Released Parties, or any other liability that may not lawfully be released under California Civil Code section 1668.

I know that running a road race is a potentially hazardous activity. I should not enter and run unless I am medically able to do so and properly trained. I assume all risks associated with running in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in running a road race. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the run. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event, I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/or physician any treatment deemed necessary for my immediate care. I understand and agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019->

[ncov/prepare/prevention.html](https://www.cdph.ca/Programs/CID/DCDC/Pages/ncov/prepare/prevention.html). I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by this race for my participation in this race.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This event follows the standard running industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and that bib numbers are nontransferable.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.

Parent or Guardian of Minor Participants: If the participant is under 18 years of age, I represent that I am the parent or legal guardian of the participant and I execute this waiver and release on my own behalf and on behalf of the minor participant. I agree that the release, assumption of risk, and other terms set forth above are binding on me, the minor participant, and our respective heirs, executors, administrators, and assignees. To the fullest extent permitted by law, I agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) brought by or on behalf of the minor participant arising out of or relating to the minor's participation in the event, except to the extent such claims arise from the gross negligence, recklessness, willful or wanton misconduct, or fraud of any of the Released Parties.

Governing Law; Severability: This waiver and release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles, and any dispute arising out of or relating to it shall be brought exclusively in the state or federal courts located in California. If any provision of this waiver and release is held to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified and enforced to the maximum extent permitted by law. I agree that this waiver and release is intended to be as broad and inclusive as is permitted by the laws of the State of California.