

**2017 CITY OF LAGUNA HILLS MEMORIAL DAY HALF MARATHON, 10K & 5K
HONORING THE USMC DARK HORSE BATTALION**

RELEASE AND WAIVER OF LIABILITY,

ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Release and Waiver"). In consideration of permission from the City of Laguna Hills ("City") for the person listed as the participant below ("Participant") to register and to participate in the 2017 City of Laguna Hills Memorial Day Half Marathon, 10K and 5K Event ("recreational activities"), I agree to the fullest extent permitted by law to indemnify, defend, release, waive, and hold harmless the City, its elected and appointed officers and officials, employees, agents, event sponsors, organizers, promoters, volunteers, and representatives, as well as the property owners and operators upon which the recreational activities take place, including Make-U-Fit Productions, LLC, dba Renegade Racing, City of Aliso Viejo, City of Laguna Niguel, City of Laguna Woods, County of Orange, Golden Rain Foundation of Laguna Woods, United Laguna Woods Mutual, Aliso Viejo Community Association, Powerstone Property Management, Inc., Saddleback Valley Unified School District, MGP Fund X Laguna Hills, LLC, MGP Z Reit, LLC, Merlone Geier Management, Inc., Moulton Niguel Water District, and South Orange County Waste Water Authority (collectively, the "Indemnitees"), from any and all liability or claims, action, suit, judgment, or other proceeding resulting from any loss, damage, illness, injury, or death to the Participant, or damage to property (collectively, "Claims") pertaining to, related to, or arising out of directly or indirectly the Participant's registration and participation in these recreational activities, including all acts of negligence of the Indemnitees; provided however that this Release and Waiver shall not apply to the extent that such Claims are attributable to the gross negligence or willful misconduct of the Indemnitees.

I agree that this Release and Waiver shall be binding upon the Participant and our personal representatives, children, successors, assigns, and heirs and shall apply as well to all conduct of persons other than the Indemnitees, including but not limited to, other participants in these recreational activities.

I understand that participation in these recreational activities by the Participant involves risk of injury or death to the Participant and injury to property, and I hereby agree to assume all such risks, both known and unknown, including risks associated with the Indemnitees' failure to maintain, inspect, supervise, or control equipment and facilities or failure to warn of or repair dangerous conditions of property. I further understand the nature and risks of participation in these recreational activities, and I hereby represent and warrant that the Participant does not have any medical conditions or other health conditions that would preclude or limit the Participant's participation.

I further acknowledge and agree that the Indemnitees and others, including but not limited to, the Orange County Fire Authority, may render first aid or other medical treatment to the Participant in the event of any injury to the Participant, and that in the event of an injury to the Participant, I hereby authorize the Indemnitees and others, as deemed necessary, to provide first aid or medical treatment to the Participant. I acknowledge and agree that this Release and Waiver is inclusive of any and all Claims pertaining to, related to, or arising out of directly or indirectly the rendering of first aid or medical treatment to the Participant.

Photo Release. I authorize the Indemnitees to, without charge, take and use video and photographs of the Participant to publicize the City's recreational programs and for advertisement or other related purposes, and I consent to the use of the Participant's likeness, name, voice, and words for such purposes.

Applicable if Participant(s) is a Minor. I am the parent/legal guardian of the Participant, and I hereby execute this Release and Waiver on his or her behalf.

I CERTIFY THAT I HAVE BEEN PROVIDED WITH A FULL OPPORTUNITY TO READ THIS RELEASE AND WAIVER, HAVE DONE SO AND AM EXECUTING IT VOLUNTARILY WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENTS WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE, AND INTEND THAT IN SIGNING THIS RELEASE AND WAIVER TO HAVE IT APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

Name of Participant (Print)

Name of Parent/Guardian of Participant if
Participant is a minor (Print)

Signature of Participant

Signature of Parent/Guardian of Participant

Date: _____