

ACCIDENT WAIVER AND RELEASE OF LIABILITY

In consideration of being permitted able to assist/volunteer at the RUN365™ Training Program, The San Francisco Marathon®, The Berkeley Half Marathon® and/or any pre or post-race activities or events (individually and collectively referred to as the “Event”), I, of my own free will, for myself, my heirs, next of kin, executors, administrators, successors, assigns and personal representatives, hereby agree as follows:

1. I FOREVER WAIVE, RELEASE AND DISCHARGE The RUN365 Training Program, The San Francisco Marathon®, The Berkeley Half Marathon® and any Event partner including, but not limited to, Run365™, Jumping Fences Inc., Let’s Sweat Inc., West End Management Inc., Committed 2 Community Inc., Worth the Hurt Inc., and all sponsors, ambassadors, organizers, volunteers, volunteer organizations, benefiting charities, co-participants, contractors, subcontractors or administrators of the Event and any officer, director, employee, representative, agent, contractor or subcontractor or of any of the foregoing (individually and collectively referred to as the “Indemnified Parties”) of and from any and all claims, rights, causes of action, demands, liabilities, damages, costs, losses and expenses (including reasonable attorney fees and court costs) (collectively “Claims”) of any kind whatsoever for death, personal injury, property damage or loss that may arise directly or indirectly as a result of my assistance and/or participation in the Event.

2. I HEREBY COVENANT AND AGREE NOT TO SUE any of the Indemnified Parties for any of the Claims that I have waived, released or discharged herein. I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Indemnified Parties from and against all Claims that may arise directly or indirectly as a result of my assistance and/or participation in the Event, regardless of when such Claims may arise.

3. I volunteer to assist in the activities related to the Event. I understand that the Event is an extreme test of a person’s physical and mental limits and carries with it the potential for serious injury, property loss, and death and that no warranty is made concerning its safety or that of the locales where it is run. 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, other volunteers, spectators, coaches, Event officials, Event monitors, and/or producers of the Event, and lack of hydration. These risks are not only inherent to athletes, but are also present for volunteers. I certify that I am physically fit, have sufficiently prepared for assistance with and/or participation in the Event and have not been advised otherwise by a qualified medical person.

4. I expressly understand and acknowledge that the Event may not have road closures or traffic control during part or all of the course and my participation in the course. I agree to follow the instructions of the staff and other volunteers or assistants of the Event, and the instructions of any city or safety personnel that may or may not be present. I agree to follow all posted traffic signs, and any and all applicable traffic laws, including, but not limited to, the California Vehicle Code.

5. I hereby expressly assume all known and unknown risks associated with my assistance with and/or participation in the Event, including traveling to and from the Event, even if caused in whole or in part by the negligence of the Indemnified Parties that I am hereby releasing, I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO SUE FOR ANY INJURY OR OTHER DAMAGE ARISING OUT OF OR RESULTING FROM MY ASSISTANCE WITH AND/OR PARTICIPATION IN THE EVENT.

6. I hereby consent to receive any and all medical treatment that may be deemed advisable in the event of injury, accident and or illness during the Event.

7. I understand that while at the Event I may be photographed and/or filmed. I agree to allow my name, photo, video or film likeness to be stored, used, reproduced and/or resold for any legitimate purpose by Jumping Fences, Inc., The San Francisco Marathon, The Berkeley Half Marathon and their affiliates, producers, partners, sponsors, organizers and assigns without compensation or further notice. I further agree to assign all copyright or other interests therein to Jumping Fences, Inc.

8. In addition, if I am registering third parties to volunteer, I represent and warrant that I have been duly authorized to act as agent on behalf of such parties in performing this registration. If I am the parent or legal guardian signing on behalf of a minor, I hereby acknowledge that I have the legal capacity or authority to act on behalf of the minor. I hereby give permission to any designated MD, RN, EMT, Paramedic, or emergency service providers to provide the minor with medical attention in the case of an injury or medical problem arising during the Event. I agree to INDEMNIFY AND HOLD HARMLESS the Indemnified Parties from and against any expenses incurred or Claims made as a result of any insufficiency or legal capacity or authority to act on behalf of the minor.

9. This Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document and I understand its contents.

Signature of Volunteer*

Printed Name of Volunteer

Date

Signature of Volunteer’s Parent or Guardian

Printed Name of Volunteer’s Parent or Guardian

Date

**Note that if the Volunteer is under 18 years of age, this waiver must be signed by a parent or legal guardian, whose name must also be provided.*

Volunteer’s Group’s Name

Volunteer’s Phone Number

Volunteer’s Emergency Contact’s
Name and Phone Number