



**Toys for Tots - Toy Run**

**December 12 2010**

**Standard Athlete's Release Form**

**All entrants will be required to sign a Standard Release.**

I ACKNOWLEDGE THAT BY ACCEPTING THIS RELEASE, I AM RELEASING Finish Line Productions, the USA Track & Field Association (USATF), Gateway Plaza, and the City of Santa Cruz, through which this race is routed AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY resulting from any or all injuries resulting from my participation in the event to be held on December 12, 2010.

THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING. In consideration of the Releasees' acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements. I acknowledge that running is an inherently dangerous sport and fully realize the dangers of participating in a this event and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, but not limited to the following: the dangers of collision with pedestrians, vehicles, other runners, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with running competition. For myself, my heirs, executors, administrator, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, the City of Santa Cruz and all other law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with or arising out of, my participation in or association with the event, or travel to or return from the event.

I agree it is my sole responsibility to be familiar with the race course, the Releasees' rules, and any special regulations for the event. I understand and agree that situations may arise during the race which may be beyond the immediate control of the race officials or organizers, and I must continually run so as to neither endanger myself nor others.

I acknowledge that the numbered bib issued to me for the event on Sunday, December 12, 2010, is and remains the property of the event and must be relinquished upon request of any Race Official and/or the Race Official's designee.

I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event. I attest that I am physically fit and have sufficiently trained for this event. I also grant my permission for a doctor and/or nurse to take remedial action in case of an emergency. I attest and verify that I am at least 18 years of age. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

THE ESSENCE OF THIS RELEASE IS THAT PARTICIPATING IN THE TOY RUN PRODUCES INHERENT RISKS, AND I ASSUME ALL THOSE RISKS IN ORDER TO ENABLE THE RUN TO TAKE PLACE AND FOR ME TO PARTICIPATE IN THIS EVENT.

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian if Participant is under 18:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_