

2011 SAND PIT 5K

ACCIDENT WAIVER AND RELEASE OF LIABILITY (AWRL)

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athlete, lack of hydration, equipment, vehicular traffic, and actions of other people, including but not limited to, participants, volunteers, spectators, and event officials. I hereby assume all risks of participation in this event. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event director and event sponsors, and that it will govern my actions and responsibilities at said event(s).

I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment, property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by qualified medical personnel.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this event, the following entities or persons; KOZ Enterprises, City of San Diego, YMCA, State of California, Jeans For Justice, WB productions, Wavehouse, and all other sponsoring company(ies) or agency(ies) or individual(s) involved in the event from responsibility for any injuries damages I may suffer as a result of my participation in the Sand Pit 5K (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of releases or otherwise.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this event. I authorize the event to access any medical report that has been reported in regards to an accident I may have incurred during the event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, pertinent race information, video or film likeness to be used for any legitimate purpose by the event holders, sponsors and/or assigns. I will additionally permit the use of my name and pictures in broadcasts, telecasts, newspapers, brochures, etc.

KOZ Enterprises, its staff and volunteers are not responsible for my personal items.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I certify my compliance by my signature below.

Print Name _____

Signature _____

Date _____

PARENT GUARDIAN WAIVER FOR MINORS (Less than 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save, hold harmless and indemnify each and all parties referred to above from any and all liability, loss, claim or damage whatsoever made as a result of participation in this event. I further certify that the athlete is in good physical condition, and that event officials have my permission to authorize emergency medical treatment, if necessary. I certify that the information provided on the race entry form is true and complete. I have read the pre-race mailer and this AWRL, and certify compliance by my signature below.

Print Name _____
(NAME OF MINOR VOLUNTEER)

Signature _____
(PARENT OR LEGAL GUARDIAN)

Date _____