

# SOBER GRAD 2015 ZOMBIE 5K RUN/WALK

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## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

This release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Release Agreement") is executed by the Participant (as defined below) in favor of the City of Chowchilla, Chowchilla Madera County Fairgrounds, the sponsors, promoters, and organizers of the Sober Grad 2015 Zombie 5K Run/ Walk event. ("The Zombie Run")

In consideration of participating in the Zombie Run, I represent that I understand the nature of funning events and that I am qualified, in good health, and in proper physical condition to participate in such and activity. I understand that this event tests my physical and mental limits. I acknowledge and agree that, if I believe event conditions are unsafe or my health requires it, I will immediately discontinue participation in the activity. Furthermore, I will comply with all instructions as provided by the Zombie Run Staff, and I will follow the stated route. I will not touch, grab, and/or push any other participant – runner or zombie. I understand that all alcohol and drugs are strictly prohibited. I acknowledge that I will not be reimbursed any portion of any fees paid for participation in the event.

I fully understand and agree that running events are inherently dangerous activities that involve risks of serious bodily injury, including permanent disability, paralysis and death, falls, illness, infections, contact or collisions with spectators or pedestrians, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions n which the event takes place, or other causes; and that there may be other risks either not known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I may incur as a result of my participation in the activity. I consent to receive medical care and treatment as deemed advisable in the best judgment of the Zombie Run Staff.

I hereby release, discharge, and covenant for myself, my heirs, guardians, executors and administrators, not to sue the Released Parties or their administrators, directors, agents, officers, members, volunteers, employees, other participants, owners, and lessors of premises on which the activity takes place from any and all liability. I further agree that I will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, attorneys' fees or costs which may be incurred as the result of or arising out of my actions. This Release Agreement shall be as broad and inclusive as permitted by the State of California.

I have, freely, voluntarily, and without duress, read and executed this Release Agreement for the Zombie Run. I understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all claims and liability to the greatest extent allowed by the law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. **By signing below, I affirm that I am eighteen (18) years of age or older or that I am the parent or the legal guardian of a minor registered to participate in the Zombie Run.**

Participant (printed name) \_\_\_\_\_ Date: \_\_\_\_\_

If Applicable, Legal Guardian of Participant (printed name): \_\_\_\_\_

Participant/Legal Guardian (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Shirt Size: \_\_\_\_\_ Paid: \_\_\_\_\_ Bib #: \_\_\_\_\_