

CHARITABLE EVENT AGREEMENT  
EXHIBIT A

EVENT: MEEF Fit and Fun 5K Run on 10/06/18 ("Event") LOCATION: Magnolia School District in Anaheim, CA ("MSD")

**WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE SPONSOR AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY; SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.**

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

**INCONSIDERATION OF Magnolias School District and the Magnolia Educational Enrichment Foundation and their affiliates, and the sponsors allowing me to participate in the above referenced Event, I for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to make the following contractual representations pursuant to the Waiver and Release of Liability Assumption of Risk and Indemnity Agreement (the "Agreement") for the duration of this Event:**

1. **REPRESENTATION BY PARTICIPANT OF FITNESS FOR EVENT.** I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. **ASSUMPTION OF RISK AND RELEASE OF LIABILITY.** I understand and acknowledge the physical and mental rigors associated with the Event and/or events similar in nature, as well as competitive racing, or other sporting or physical events, and realize that the activities involved and other portions of this or other such Events are inherently dangerous and represent a test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss of damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. **EVENT RULES AND REGULATIONS.** I agree to be familiar with and abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. **INDEMNITY AGREEMENT.** I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Magnolia School District, the Magnolia Educational Enrichment Foundation, their affiliates, the Event Organizers and Promoter, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as the result of such claim.
5. **AUTHORIZATION FOR EMERGENCY MEDICAL CARE.** I hereby pre-authorize the Event Organizers and their representatives to arrange for emergency medical treatment and/or transport via ambulance or air on my behalf if medical attention is warranted during my participation in the Event. I understand and agree that I will be responsible for the cost associated with any such emergency medical care and/or transport arranged on my behalf and hereby release the Event Organizers from any Liability relating to the cost and provision of any rescue operations, first aid treatment, medical care, hospital expenses or the medical decisions made at the Event site or elsewhere on my behalf.
6. **PARTICIPANT ACKNOWLEDGEMENT AND AGREEMENT.** I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**PARENTAL WAIVER ON BEHALF OF MINOR CHILDREN.** This is to certify that a legal guardian or parent is giving permission for a participant under 18. The parent or legal guardian agrees to the fore mentioned considerations and assumes the risks of the under 18 years old participant in the "Event" and related activities. As the Parent and/or Legal Guardian to a minor participant, I hereby accept to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released parties from any such Liabilities which may be incurred as the result of such claim.

I, the signing and agreeing participant, understand that there are risks associated with strenuous physical exertion and with this event, including but not limited to those caused by terrain, weather conditions, and the condition of the participant, vehicles, other participants and failure to adequately fuel or hydrate the body. In consideration of your accepting this entry to participate in the MEEF Fit and Fun 5K Run from now on referred to as the "Event", I hereby assume ALL RISKS associated with this event and I hereby waive, release and discharge Magnolia School District, Magnolia Educational Enrichment Foundation, the City of Anaheim, race officials, volunteers, all sponsors, their representative and successors from any and all claims for damages for death, personal injury or property damage or actions of any kind which may hereafter accrue to me or any other person as a result of my participation in this event. Further, I hereby grant full permission to any and all foregoing to sue any photographs video tapes, motion pictures, recording or any other record of this "Event" for any legitimate purpose such as but not limited to advertising, race brochures, posters and other promotional material.