

Kaiser Permanente San Francisco Half Marathon, 10K, and 5K Fun Run/Walk Volunteer Information and Waiver Form

Volunteer Name: _____

Volunteer Date of Birth: _____

Parent/Guardian Name (if under 18 years of age): _____

Volunteer (or Parent) E-mail Address: _____

Your Volunteer Group Name: _____ **Heart in Motion** _____

Volunteer T-Shirt: Style/Cut: Men's ____ Women's ____

Size: XS ____ S ____ M ____ L ____ XL ____ XXL ____

VOLUNTEER WAIVER AND RELEASE OF LIABILITY (PLEASE READ CAREFULLY AS THIS AFFECTS YOUR RIGHTS)

This **WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT** applies to all participants, volunteers, and workers associated with all events of the Kaiser Permanente San Francisco Half Marathon, 10K & 5K Fun Run/Walk.

In consideration of you accepting my entry or my participation, I, intending to be legally bound, do hereby, for myself, my heirs, executors, and administrators, forever waive, release, covenant not to sue, and give up, any and all claims, demands, liability, damages, costs and expenses of any kind whatsoever, those known and those unknown to me, including but not limited to personal injuries to me or wrongful death (collectively referred to as "**DAMAGES**"), against Pamakid Runners, Blistering Pace Race Management, Kaiser Foundation HealthPlan, Inc., Kaiser Foundation Hospitals, The Permanente Medical Group and all other organizations participating in the Kaiser Permanente Medical Care Program, City and County of San Francisco, San Francisco Recreation and Parks Department, the National Park Service/ GGNRA, Road Runners Club of America (RRCA), sponsors, volunteers, contractors, subcontractors and their officers, directors, employees, members, representatives, agents and heirs (collectively referred to as "**RELEASED PARTIES**"), which may arise from my participation in the Kaiser Permanente San Francisco Half Marathon, 10K & 5K Fun Run/Walk, or while traveling to or from the events, (collectively referred to as "**EVENT(S)**"), even if caused in whole or in part by the negligence or other fault of the parties or person or persons I am hereby releasing, by the dangerous or defective condition of any property or equipment owned, maintained or controlled by them, and/or because of their liability (collectively referred to as "**CLAIMS**"). I attest that I am physically able to participate in this event that may be conducted in a variety of weather conditions. I understand and agree that medical or other services rendered to me by or at the insistence of any of the above parties is not an admission of liability to provide or continue to provide any such services and is not a waiver by any said parties of any right hereunder.

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I understand and acknowledge that participation in these events, including travel to and from them, is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in and travel to and from the Event and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the RELEASED PARTIES; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively referred to as "Risks").

I understand and acknowledge that I am waiving and releasing unknown claims, that is claims that I am not aware or suspect to exist. Therefore, I am expressly waiving and relinquishing all rights under California Civil Code Section 1542, and all similar laws, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I UNDERSTAND AND AGREE THAT THE ESSENCE OF THIS RELEASE IS THAT THE KAISER PERMANENTE SAN FRANCISCO HALF MARATHON, 10K & 5K PRESENT EXTREME, KNOWN, AND UNKNOWN RISKS FOR WHICH I FREELY AND VOLUNTARILY AGREE TO BE SOLELY RESPONSIBLE, IN ORDER TO ENABLE THIS EVENT TO TAKE PLACE AND ENABLE MY PARTICIPATION IN IT.

I acknowledge the risk of potential COVID infection for myself and others as a condition of participation in these Events. I understand that COVID boosters are strongly recommended for all Event participants. I agree to take reasonable precautions to protect myself and other Event participants and volunteers from COVID infection, in accordance with current Centers for Disease Control (CDC) and local public health and safety guidelines.

FOR ALL PARTICIPANTS, VOLUNTEERS, AND WORKERS:

I grant permission to the **RELEASED PARTIES** to use my photographs which I may share online as part of the events, personal data provided during registration, during the events and post-event reporting, video or audio recordings, or any other record of this event for any legitimate purpose.

I FULLY UNDERSTAND I AM FOREVER GIVING UP IN ADVANCE ANY RIGHT TO SUE OR MAKE ANY CLAIM AGAINST THE PARTIES I AM RELEASING IF I SUFFER SUCH INJURIES AND DAMAGES EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES AND DAMAGES MIGHT BE AND I AM VOLUNTARILY ASSUMING THE RISK OF SUCH INJURIES AND DAMAGES.

AS PART OF THE WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE ABOVE.

Signature _____ **Date** _____

(Must be signed by the parent or legal guardian named above if the volunteer is under 18 years of age or is an adult who is incapacitated/under legal supervision).