

RELEASE OF LIABILITY
PLEASE READ CAREFULLY BEFORE Signing .
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. Participant warrants and represents that he/she is in good health, has trained sufficiently, and there are no special problems associated with the care of the Participant and that there are no special instructions regarding the participant, his/her health needs, or physical condition.

2. Participant accepts and understands that Participation in the Skyline 50 Km foot race in its various forms is a HAZARDOUS sport that has many dangers and risks. It is further understood that training or racing in an ultramarathon endurance race such as the Skyline 50 Km may cause injury, death or disability. Injuries in such a foot race are common and ordinary occurrence of this sport. Participant agrees as a condition of being allowed to participate in the Skyline 50 Km endurance race, that participant freely accepts and voluntarily ASSUMES ALL RISKS OF PERSONAL INJURY OR DEATH or for property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the event including, but not limited to, trail preparation, aid station placement, aid station equipment, training of volunteers, medical assistance provided to participants, acts or omissions of the directors, members, employees, agents, or assigns of, Skyline 50 km Endurance Run Race, race sponsors, local jurisdictions, The East Bay Regional Parks District, East Bay Municipal Utilities District, and any other person, entity, or business involved in presenting the Skyline 50 km endurance run race whatsoever. (Hereinafter referred to as "released parties")

3. Participant agrees with the premise that Participant is a participant at all times, whether practicing for the race, warming up, running the race itself, or while anywhere on or in the vicinity of the race course. Participant agrees that he/she has been provided an opportunity to conduct a reasonable visual inspection of the race course. Participant understands that he/she will be held to assume the risk of all course conditions, course construction, or layout and obstacles. Participant further warrants that he/she will follow the rules of the race, the rules posted on the course, and rules of the East Bay Regional Parks in participating in this event.

WARNING: A participant in the Skyline 50 km assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of running this race or any part thereof, and may not recover from any person, entity, organization, volunteer of any sort for any injury resulting from any of the inherent dangers and risks of running this foot race including, but not limited to: variations in terrain, heat, cold, hypothermia, hyperthermia, dehydration, heart attack, stroke, heat exhaustion, falls, fractures blisters, concussion, infection, collision, or any other malady, sickness, illness, disease or injury which may arise from participation in this footrace.

4. Participant hereby assumes all risks which may be associated with and/or result from his/her involvement in the Skyline 50km endurance run race and releases released parties of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, attorneys fees and costs that may be sustained by me while participating in the Skyline 50 km endurance run race, including, but not limited to, those injuries and damages caused by the negligence and or breach of warranty, express or implied, on the part of any person, entity, business, organization or group related to or assisting in this event whatsoever. Participant agrees that none of the released parties in this agreement shall be responsible to safeguard the Participants equipment or property of any kind in connection with the race.

5. **Indemnification.** Participant agrees to defend, indemnify, protect, and hold harmless released parties herein from all liabilities, claims, expenses (including attorney's fees) demands, suits or costs of whatever nature for injury to, or death of, any person or persons, including damage, theft, loss or destruction of the property arising out of or in any way connected with the activities conducted by Participants (including property owned by East Bay Regional Parks District, and East Bay Municipal Utilities District).

6. Participant authorizes released parties to call for medical care for him/her or to transport him/her to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for him/her. Participant agrees that there will be no duty imposed upon any person, entity, organization associated with the Skyline 50km endurance race, to provide medical care or transportation for medical care whatsoever, but if such care, or transport is provided, Participant understands and agrees that the waivers and releases herein apply to the provision of medical services and the transport thereto. Further, participant agrees to pay all costs associated with such medical care and related transportation provided for him/her and shall indemnify and hold released parties of and from any costs incurred therein.

7. This release shall be binding to the fullest extent permitted by law. In the event that any section of this release if sound to be unenforceable, the remaining terms shall be fully enforceable.

8. This release shall be binding upon Participant assignees, subrogors, distributees, heirs, next of kin, executor, personal representatives, and administrator and may be pled by any released party herein as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant.

9. Participant further expressly waives any benefit I may otherwise have under Section 1542 of the Civil Code of California regarding known and unknown claims.

I HAVE CAREFULLY READ THE FORGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM OF 18 YEARS OF AGE OR OLDER. DATED: AUGUST 5, 2007

PRINT NAME OF PARTICIPANT

PRINT NAME OF WITNESS

SIGNATURE OF PARTICIPANT

DATE

SIGNATURE OF WITNESS

DATE