

Release of Liability Waiver

SCDBA Shamrock Run San Clemente 5K/10K

Saturday, March 19, 2022

I understand that the San Clemente Downtown Business Association ("SCDBA") SCDBA Shamrock Run San Clemente 5K/10K requires that the participants shall engage in various physical activities including but not limited to running, walking and hiking on the parking lots, sidewalks, streets, beaches, trails, bike paths and pier at San Clemente, California. I understand that SCDBA nor the City of San Clemente does not maintain health insurance for injuries to the participants that may arise out of the involvement in the SCDBA Shamrock Run San Clemente 5K/10K. I understand that at all times I must follow all SCDBA Shamrock Run San Clemente 5K/10K safety rules as well as any other rules or directions given during participation in the program. I realize that participation in the SCDBA Shamrock Run San Clemente 5K/10K is voluntary. Nevertheless, I HEREBY ASSUME ALL RISKS OF PARTICIPATING IN THE SCDBA SHAMROCK RUN SAN CLEMENTE 5K/10K.

In return for participation, I, hereby waive, release and discharge the SCDBA and the City of San Clemente from any and all claims for damages for death, personal injury, disability, or property damage of any kind which may hereafter accrue myself as a result of participation in this activity. This release is expressly intended to discharge in advance the City of San Clemente and SCDBA and its employees, agents and volunteers from and against any and all liability arising out of or connected in any way with participation in this activity. THE RELEASE WILL APPLY EVEN THOUGH LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THOSE DISCHARGED INCLUDING THEIR EMPLOYEES, AGENTS, AND VOLUNTEERS.

This release extends to all claims of every kind and nature whatsoever, whether known or unknown, and I expressly waive any benefits I may otherwise have under section 1542 of the Civil Code of California, otherwise protecting me from the release of unknown claims. The participant, by his/her signature has verified acceptance of all risks and responsibility for his/her condition and welfare during this event. The City of San Clemente or the SCDBA may at any time cancel the race due to weather or COVID-19 with no advanced warning. There will be no refunds or transfers.

I further agree to indemnify and hold harmless the entities and persons herein released from any and all claims made by other individuals or entities as a result of my own actions during this event.

This Waiver and Liability Release shall apply to myself, as well as any of my heirs, executors, or administrators.

By my acknowledgment (clicking the "I AGREE" button), I hereby certify that I have read this document and understand its contents. I am aware that it is a full release of liability on behalf of the City of San Clemente, SCDBA and Shamrock Run San Clemente 5K/10K as described above, and agree to it of my own free will.

By clicking the "I AGREE" button on the online registration site for this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while participating in the SCDBA Shamrock Run San Clemente 5K/10K on Saturday, March 19, 2022, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the City of San Clemente and SCDBA and their agents, volunteers, program participants and their families (the "Released Parties"). I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I, may experience or incur in connection with my attendance at the SCDBA Shamrock Run San Clemente 5K/10K ("Claims"). I agree that if I have a fever, cough, feel short of breath or am experiencing any other symptoms or have knowingly been exposed to a communicable disease such as COVID-19 or have traveled to or from a highly impacted area, I will not attend unless 5 days have passed since symptoms have subsided or I have returned from a highly impacted area. In addition, if I discover I have been exposed to a suspected or positive case of COVID-19 or have tested positive for COVID-19, I will not participate in SCDBA Shamrock Run San Clemente 5K/10K until it is specifically authorized and approved by a medical doctor.

In addition, by clicking the "I AGREE" button on the online registration site I agree to follow the law with regards to railroad pedestrian crossing laws. I will stop, look and listen for a train before crossing the tracks at designated OCTA and Metrolink pedestrian crossings and not cross tracks when gates are lowered.

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the City of San Clemente, SCDBA and their employees, agents and volunteers of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of City of San Clemente and SCDBA and their employees, agents and volunteers whether a COVID-19 infection occurs before, during, or after participation in this event. In addition, I agree to indemnify and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities (including attorneys' fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss or any other injury from or related to the SCDBA Shamrock Run San Clemente 5K/10K whether caused by the negligence of the Released Parties or otherwise.

By clicking the "I AGREE" button on the online registration site, I acknowledge and represent that I have read the foregoing waiver of liability, understand it and sign it voluntarily as my own free act, including the release of liability and indemnification requirements contained in this document. I agree that this agreement shall be enforced as fully as possible and that any unenforceable provisions shall be deemed modified to the limited extent to permit enforcement.