



**Dana Point Turkey Trot Waiver**

I fully understand that participation in the 2024 Dana Point Turkey Trot (hereinafter "activity") exposes me to the risk of personal injury, illness, communicable diseases, death, and damage to or loss of personal property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Dana Point, its officials, employees, volunteers, or agents; or the Dana Point Chamber of Commerce, its officials, employees, volunteers or agents, for any injury, illness, communicable diseases, death, or damage to or loss of personal property arising out of, or in connection with, my participation in the activity from whatever cause, including the active or passive negligence of the City of Dana Point, its employees, officials, volunteers, or agents; or the Dana Point Chamber of Commerce. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Dana Point, its employees, officials, volunteers and agents; and the Dana Point Chamber of Commerce, its employees, officials, volunteers and agents from any and all claims, demands actions or suits arising out of or in connection with my participation in the activity.

I agree, on my own behalf and on behalf of my heirs, estate, successors and assigns, to indemnify and hold harmless the Dana Point Chamber of Commerce ("Chamber"), City of Dana Point, County of Orange, Dana Point Harbor Partners, State of California and California State Parks, A Running Legacy, Active, and any and all municipal agencies and departments whose property and/or personnel are used or in any way assist, and all producers, sponsors, co-sponsors, advertisers, organizers, volunteers and/or contractors of any of the Events in which I may participate, and all employees, principals, directors, shareholders, agents, members, managers, affiliates, representatives, and insurers of each of the foregoing (collectively "Released Parties") against any lawsuits, claims, or expenses (including attorneys' fees), whether arising from the negligence of any of the Released Parties or otherwise; and I fully and forever waive and release any and all rights and claims for any injuries (including death), communicable diseases, or any other liability, to the fullest extent permitted by law, that I have or may have against any of the Released Parties relating to my participation in any Event as a contestant or volunteer. I acknowledge that the RELEASED PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EVENTS and agree that the Released Parties will not under any circumstance be liable for direct or indirect, actual, or consequential, special or any other damages. I acknowledge that this Release & Waiver of Liability Agreement will be used by the Released Parties and that it governs the legal rights and responsibilities of both me and the Released Parties. Further, I hereby grant to the Chamber the worldwide right in perpetuity to use my name, voice, picture and/or image in any media or other account of the Events in any form and for any purpose, without compensation or approval. The Chamber reserves the right to reject any entry, and further reserves the right to change the details of the Events without prior notice.

I understand that I may be photographed or included in video footage, including drone imagery, and that the Dana Point Chamber of Commerce may use sed photos, video, and other imagery to promote the event, business or as the Chamber sees fit. I understand this event occurs rain or shine and that there are no refunds or race transfers.

If any Event is canceled by the Chamber due to circumstances beyond its reasonable control such as weather or natural disasters or because of governmental action, the Chamber shall have no obligation to refund my entry fee or any other cost I may have incurred in connection with such Events. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I understand and agree that I hereby assume all liability for any and all medical expenses incurred as a result of my participation in the Event.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY, AND SIGN IT ON MY OWN FREE WILL.

Should the event be postponed or canceled due to acts of God, accident, riots, war, terrorist act, epidemic, pandemic, natural disaster, fire, explosion, changes in law or regulation - I understand and agree any funds made toward registration will be applied to the event postponement date or following year and I will not be issued a refund.

Print Name:

Phone Number:

Signature:

Date: