



#### **EVENT INFORMATION**

**Event Date(s):** 9/3-9/6/15

**Event Host:** Disneyland® Resort and the City of Anaheim, California

**Sport Type:** Half-Marathon; 10K; 5K; Kids Races; and all other activities conducted at or in conjunction with this Event

#### **PLEASE READ CAREFULLY BEFORE SIGNING.**

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Adult: 18 Years or Older - Minor: Under 18 Years of Age at Date of Event

In consideration of my and/or my child or ward (if under the age of 18) being permitted to participate in the Event and activities referenced above, and all other activities conducted in conjunction therewith (collectively, the “Event/Activity”), wherever the Event/Activity may occur, I hereby attest that, after reading this Waiver and Permission Form completely and carefully, I acknowledge that my and/or my child’s or ward’s participation in the Event/Activity is entirely voluntary, and I further understand and agree as follows:

**ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY:** I understand that incidental to my and/or my child’s or ward’s participation in the Event/Activity, I and/or my child or ward may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself, my child or ward (if participating), and others (including but not limited to other individuals in attendance at the Event/Activity and to the Released Parties, as defined below) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved that are not known to me, or my child or ward, as applicable, or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Event/Activity. I agree, on my own behalf, as well as on behalf of my child or ward (if participating), to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event/Activity, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I and/or my child or ward, or my property, or my child’s or ward’s property, as applicable, may suffer arising out of or in connection with my, and/or my child’s or ward’s (if participating), participation in the Event/Activity. On my own behalf and on behalf of my child or ward (if applicable), and during or after such participation, but does not include the gross negligence or willful misconduct of the Released Parties. For the purposes hereof, the “Released Parties” are Disneyland Resort, a division of Walt Disney Parks and Resorts U.S., Inc., Disney Destinations, LLC, ESPN, Inc., and their respective parent, subsidiary, and other affiliated or related companies (the “Disney Companies”); the Event host, all Event sponsors and charities having a presence at the Event/Activity, the sponsors of the Disney Companies, Event contractors, and their respective parent, subsidiary, and other affiliated or related companies; City of Anaheim; and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

I understand and agree that the general release set forth above specifically includes any and all “claims”, and I expressly waive all rights given by Section 1542 of the California Civil Code and any similar applicable law. I acknowledge and understand that Section 1542 of the California Civil Code 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.”**

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that I, and (if participating) my child or ward, are physically fit for participation in the Event/Activity, have the skill level required in connection with the Event/Activity, and have not been advised otherwise. I agree that before I or my child or ward participates in the Event/Activity, I or my child or ward will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my and/or my child’s or ward’s attendance in connection with the Event/Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf, or on behalf of my child or ward, as applicable. Additionally, I authorize medical treatment for me and/or my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

**EQUIPMENT AND FACILITIES INSPECTION:** I, or my child or ward if I am not in attendance at the Event/Activity, will immediately advise the Event manager of any unsafe condition that I observe, and will refuse to participate in the Event/Activity until all unsafe conditions observed by me, or my child or ward, have been remedied.

**PUBLICITY RIGHTS:** I further grant the Released Parties the right to photograph, record and/or videotape me and/or my child or ward, and further to display, edit, use and/or otherwise exploit my and/or my child’s or ward’s name, face, likeness, Event/Activity results (as more fully described below), voice, and appearance, in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming (including broadcasts on ESPN platforms), in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication and use of Event/Activity results and standings (including but not limited to name, bib number, if applicable, age, times, if applicable, gender, “hometown”, or other standard Event/Activity results), without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

**GOVERNING LAW:** This Waiver and Permission Form will be governed by the laws of the State of California, and any legal action relating to or arising out of this Waiver and Permission Form will be commenced exclusively in the Superior Court in and for Orange County, California (or if the Superior Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in Orange County, California having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

**NO “SELFIE” STICKS/SIMILAR DEVICES:** The Disney Companies strive to provide great experiences for its Guests and Cast, Event Volunteers and Event Participants. However selfie sticks and similar devices have become a growing safety concern and an impediment to the smooth operation and overall management of the Event. As such, such devices, including without limitation, selfie sticks, are strictly prohibited from the Event, including without limitation, the Event course, Event staging areas, and the Event overall.

Date

Signature of participant (if over 18) or  
Parent (if Participant is under 18) or Court Appointed  
Guardian

Print Name of Participant (if over 18) or  
Parent (if Participant is under 18) or Court  
Appointed Guardian