



#### **EVENT INFORMATION**

**Event Date(s):** 8/30-9/1, 2013

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

**Sport Type:** Half-Marathon; 10K; Family Fun Run 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 Sports 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 the Released Parties) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved which 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 on behalf of my, and/or my child or ward's, heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my and/or my child's or ward's participation in the Event/Activity, and I further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me and/or my child or ward before, during or after such participation. For the purposes hereof, the "Released Parties" are Disney Destinations, LLC and Walt Disney Parks and Resorts U.S., Inc., and their respective parent, subsidiary, affiliated or related companies including, without limitation, ESPN, Inc. and its affiliated and subsidiary companies, and each of their respective parent, subsidiary, affiliated or related companies (the "Disney Companies"); the Event host, the sponsors of the Disney Companies and of the Event, Event contractors, and each of their respective parent, subsidiary, affiliated or related companies; and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

**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 conjunction 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, 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, 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 of Event/Activity result, 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 shall 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 shall be commenced exclusively in the Superior Court in and for Orange County, California (or if the Superior Court shall 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.

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