

In consideration of my being permitted to participate in Enloe's Heart & Sole: Run for Wellness (referred to as the "Event"), to be held at Bidwell Park, One Mile, I hereby attest that, after reading this Sport Waiver and Permission Form completely and carefully, I acknowledge that my participation in the Event is entirely voluntary, and I further understand and agree as follows:

ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY: I understand that incidental to my participation in the Event, I 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 and others (including but not limited to other individuals in attendance at the Event 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 to the Released Parties, and may not be foreseen or reasonably foreseeable by and of us at this time or at the time of the Event. I agree 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, 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 or my property may suffer arising out of or in connection with my participation in the Event. On my own behalf, and on behalf of my heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) 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 participation in the Event, and 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 before, during or after such participation. For the purposes hereof, the "Released Parties" are Under the Sun Events, Enloe Medical Center, City of Chico, County of Butte, State of California 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 am physically fit for participation in the Event, have the skill level required in conjunction with the event, and have not been advised otherwise. I agree that before I participate in the Event, I will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am able to act on my own behalf. Additionally, I authorize medical treatment for me, 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 will immediately advise the Event manager of any unsafe condition that I observe, and will refuse to participate in the Event until all unsafe conditions observed by me have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my 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 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 and 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 their Waiver and Permission Form shall be commenced exclusively in the Superior Court of California, Santa Clara County (or if such Courts shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

Signature of parent or legal guardian if under the age of 18. If registering another participant besides myself, I certify that I have been given the authority by said participant to register on their behalf. No refunds, cancellations or transfers.