

GENERAL RELEASE, WAIVER OF LIABILITY AND PARTICIPATION AGREEMENT

ALL PARTICIPANTS IN THE PACIFIC BEACHFEST 5K CONDUCTED BY HIGH PERFORMANCE MOVEMENT, LLC. ARE REQUIRED, AS A CONDITION OF PARTICIPATION IN SUCH EVENT, TO ASSUME ALL RISKS OF PARTICIPATION BY SIGNING BELOW. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS TO RECOVERY SHOULD YOU BE INJURED IN THE EVENT. PLEASE READ IT CAREFULLY.

The undersigned athlete ("Athlete") on behalf of himself/herself and on behalf of Athlete's personal representatives, assigns, heirs, executors, and successors hereby fully and forever releases, waives, and discharges High Performance Movement, Discover Pacific Beach, the city(ies), county and state hosting the Event, all municipal agencies whose property and/or personnel are used or in any way assist the Event, all sponsoring or co-sponsoring companies or individuals related to the Event, and all charities associated with the Event, together with their officers, directors, shareholders, successors and assigns, (collectively, "Releasees") from all liability to the Athlete and his/her personal representatives, assigns, heirs, executors, and successors for loss(es), damage(s) and claims therefor on account of injury to Athlete or his/her property or the resultant death of Athlete, whether caused by the active or passive negligence of the Releasees or otherwise, in connection with Athlete's participation in the Event ("Losses"), and further covenants not to sue any of the aforementioned parties for such Losses.

Athlete is fully aware of the risks and hazards inherent in participating in the Event and elects to voluntarily participate. Athlete hereby assumes all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her while participating in the Event. Athlete represents and warrants to the Releasees that he/she is in good physical condition and is able to safely participate in the Event.

Athlete agrees to the use, publication and distribution of his/her name and photograph in broadcasts, newspapers, brochures and other media (including for advertising or sales promotional purposes) without compensation, and hereby waives and releases any claim or right Athlete may otherwise have arising out of such use, publication or distribution.

Athlete acknowledges that the entry fee paid is non-refundable. Athlete acknowledges and agrees that High Performance Movement, in its sole discretion, may delay or cancel the Event as it deems necessary, including if it believes the conditions on the day of the Event are unsafe. If the Event is delayed or cancelled for any reason, whether or not within the control of High Performance Movement, there shall be no refund of the entry fee or any other costs of Athlete in connection with the Event.

The Athlete hereby grants to the City of San Diego Lifeguard services and any other medical director(s) of the Event, and their agents, affiliates and designees, access to all medical records (and physicians) as needed and authorizes medical treatment as needed. Athlete understands that he/she has the right to refuse medical care and advice of the Event medical director(s) and their representatives. If Athlete's medical condition becomes such that the Athlete's mental capacity is questioned, the Event medical director(s) have the right to recommend and initiate treatment of Athlete. It is understood and agreed that Athlete hereby assumes liability for any and all medical expenses incurred as a result of training for or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

Athlete warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing Athlete to participate in the Event.

All Fees are non-refundable – need to confirm that you read this:

Entry fees are NON-REFUNDABLE. Sorry, no exceptions. Once we receive and accept your entry, you will not receive a refund if you cannot participate. You may not give or sell your number to anyone else.

ATHLETE HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS GENERAL RELEASE, WAIVER OF LIABILITY AND PARTICIPATION AGREEMENT.

Signature of Participant/or Parent/Guardian

Date:

Print Name