

2017 Run for Education Waiver

1. In consideration for receiving permission of your accepting my entry to the Run for Education (hereinafter referred to as Activity), I hereby release, waive, and discharge The Run for Education Race Committee, Primo's Pizza, SRVEF, Forward Motion Sports, Sunset Development, USATF, USATF Pacific Association, Stanford Children's Health, Lucile Packard Children's Hospital Stanford, Town of Danville, City of San Ramon, It's About Time, East Bay Regional Park District, SRVUSD, their employees and officers, all sponsors, volunteers and committee members (hereinafter referred to as releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted. I further covenant not to sue the releasees for any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted.

2. I am fully aware of the risks involved and hazards connected with the Activity, including but not limited to colliding with other runners, colliding with equipment, slipping, tripping and falling, and I hereby elect to voluntarily participate in said Activity with full knowledge that said Activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such Activity, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that may be incurred due to my participation in said Activity, whether caused by negligence of releasees or otherwise.

4. I understand that releasees do not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume — and bear the costs of — all risks that may be created, directly or indirectly, by any such condition.

5. It is my express intent that this Release and Waiver of Liability Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative(s), if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named releasees. I hereby further agree that this Release and Waiver of Liability Agreement shall be construed in accordance with the laws of the State of California.

6. In signing this Release, I acknowledge and represent that I have read and agree that the validity and enforceability of the foregoing Release and Waiver of Liability Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I execute this release for full, adequate and complete consideration fully intending to be bound by same.

NO REFUNDS. THANK YOU FOR YOUR DONATION TO THE SAN RAMON VALLEY EDUCATION FOUNDATION.

PHOTO RELEASE WAIVER

I hereby authorize the SRVEF to publish photographs taken of me and/or the undersigned minor children, and our names, for use in the SRVEF's printed publications and website.

I release the SRVEF from any expectation of confidentiality for the undersigned minor children and myself and attest that I am the parent or legal guardian of the children listed below and that I have the authority to authorize the SRVEF to use their photographs and names.

I acknowledge that since participation in publications and website produced by the SRVEF confers no rights of ownership whatsoever. I release the SRVEF, its contractors and its employees from liability for any claims by me or any third party in connection with my participation or the participation of the undersigned minor children.

MARKETING

We may use your Personal Data to contact you in the future for our marketing and advertising purposes, including without limitation to inform you about services or events we believe might be of interest to you, to develop promotional or marketing materials and provide those materials to you, and to display content and advertising on or off the Platform that we believe might be of relevance to you.

We allow SRVEF volunteers and employees to contact Registrants for their current and past events, so you may receive emails from our system.