



**Ben Carlson Swim-Run-Swim
July 6, 2021**

RELEASE OF LIABILITY AND WAIVER

DATE: _____			
PARTICIPANT'S NAME: _____			
_____	_____	_____	_____
Last	First	Middle	
BIRTH DATE: _____ E MAIL: _____			
PARENT'S/GUARDIAN'S NAME: _____			
_____	_____	_____	_____
Last	First	Middle	
BIRTH DATE: _____ E MAIL: _____			
ADDRESS: _____			
_____	_____	_____	_____
Street	City	State	Zip
TELEPHONE: _____			
In Case of Emergency Notify: _____ Telephone: _____			



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July 6, 2021**

RELEASE OF LIABILITY AND WAIVER*

(This is a waiver of your legal rights and an agreement not to sue.)

In consideration for the City of Newport Beach ("City") allowing me or, if applicable, my minor child to voluntarily participate in the above-named activity, I agree for myself and, if applicable, for my minor child as follows:

1. I am aware that participation in the above-named activity is a dangerous activity with a risk of bodily injury, personal injury, death, disability, illness, property damage, or loss (collectively, referred to as "risk of injury") conducted in an uncontrolled natural environment and I am voluntarily participating in this activity with the full knowledge of such inherent dangers in such a setting.
2. I hereby agree that all such risks are known to me and to accept any and all risk of injury. I assume such risk of injury on behalf of myself, my spouse, my minor child (if applicable), my heirs, executors, administrators, representatives and assigns, or, if applicable, the heirs, executors, administrators, representatives and assigns of my minor child, and anyone who might claim on my behalf, and, if applicable, on behalf of my minor child, and on all such behalves.
3. I do hereby release and forever discharge, defend, indemnify and hold harmless the State of California, the County of Orange and the City, and their respective officials, officers, agents, volunteers, contractors, or employees (collectively, the "Released Parties") from any liability for any and all claims, demands, causes of action, damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, which may in any way result from, or in any way arise out of, participation in the above-named activity.
4. I understand that this release and waiver extends to all claims of every kind or nature whatsoever, either in law or in equity, foreseen or unforeseen, known or unknown, which arise or may hereafter arise from my or, if applicable, my minor child's participation in the above-named activity and that this release and waiver discharges the Released Parties from any liability or claim that I or, if applicable, my minor child may have against the Released Parties, or any of them, with respect to any risk of injury that may result from my, or, if applicable, my minor child's participation in the above-named activity, whether caused by the negligence of the Released Parties, or their respective officials, officers, agents, volunteers, contractors, or employees.
5. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the employees, representatives or agents of the City.
6. I do hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise account of any first aid, treatment, or service rendered in connection with my or, if applicable, my minor child's participation in the above-named activity or with the decision by any representative or agent of the Released Parties, or any of them, to exercise the power to consent to medical or dental treatment as such power may be granted by me for my minor child.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS TWO-PAGE RELEASE OF LIABILITY AND WAIVER. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS, APART FROM THIS RELEASE AND WAIVER, HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT.

Participant Signature: _____

Date: _____

IF PARTICIPANT IS UNDER 18, THE SIGNATURE OF AGREEMENT BY A PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO THIS TWO-PAGE RELEASE OF LIABILITY AND WAIVER, TO RELEASE AND INDEMNIFY THE CITY FOR ANY INJURY OR DEATH TO, OR ANY CLAIM BY OR ON BEHALF OF, SUCH MINOR CHILD.

Parent/Guardian Signature: _____

Date: _____

***THIS FORM MUST BE SIGNED AND TURNED IN PRIOR TO EVENT IN ORDER TO PARTICIPATE.**