



Waiver and Release of Liability and Assumption of Risk Agreement

In consideration for being permitted to participate in the We Run Orange County's Kids (We ROCK) program, I hereby acknowledge that such activities are potentially dangerous and involve the risk of serious injury and that I should not enter and participate unless I am medically able and properly trained.

I hereby release, waive, and discharge We ROCK, its Directors, Officers, employees, representatives, and agents, (collectively, the "Releasees") from any and all liability to myself, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or damages therefore on account of my participation in this program, or any other related activities that may occur, whether caused by the negligence of the Releasees or otherwise. This release does not apply to the extent such claims are caused by the gross negligence or willful or wanton misconduct of the Releasees.

I further hereby assume full responsibility for any risk of bodily injury, death, or property damage, arising out of or related to participation in the program, whether foreseen or unforeseen and whether caused by the negligence of the Releasees or otherwise. I also am aware of and assume all risks associated with participating in this program, including but not limited to accidents, falls, contact with other participants, and the effect of weather, traffic, and road conditions.

I further acknowledge that any injuries received may be compounded or increased by negligent medical attention or procedures of the Releasees and agree that this Waiver and Release of Liability and Assumption of Risk Agreement extends to all acts of negligence by Releasees in providing such medical attention and is intended to be as broad and inclusive as permitted by the laws of the State of California in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I further permit the use of my name and picture in broadcasts, telecasts, newspapers, brochures, and/or other promotional materials.

I have read this Waiver and Release of Liability and Assumption of Risk Agreement, fully understand its terms, and I understand that I am giving up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability of Releasees to the greatest extent allowed by law. In consideration of your accepting this registration, I hereby agree to indemnify and hold harmless the **Capistrano Unified School District and We ROCK** and any of its officers, agents, or employees from any liability of claim or action for damages resulting from, or in any way arising out of, participation in this program by the person registered.

Participant's Full Legal Name _____
(Please print)

Participant's Date of Birth _____

Signature of Participant _____

Date _____

Signature of Parent/Legal Guardian
(If participant is under the age of 18) _____

Parent's Full Legal Name _____
(Please print)

Date _____