



O'Side Turkey Trot – November 23 & 24, 2022

ALL ATHLETES, VOLUNTEERS, AND STAFF (PARTICIPANTS) IN THE O'SIDE TURKEY TROT AND RELATED EVENTS ("EVENT") ARE REQUIRED TO AND HEREBY ACKNOWLEDGE, ACCEPT AND ASSUME ALL RISK OF PARTICIPATION IN THE EVENT BY SIGNING THIS GENERAL RELEASE AGREEMENT.

The participant, on behalf of himself/herself, and on behalf of the Participant's personal representatives, assigns, heirs, executors, and successors, waives, discharges, and hereby fully and forever releases, from all claims or liabilities of any kind arising out of my participation in this event not to sue Kathleen Kinane, Kinane Events, Inc., The Move Your Feet Before You Eat Foundation, the City of Oceanside the Oceanside Small Craft and Harbor district, its officers, agents and employees, the Road Runners Club of America, Book That Event, LLC, their representatives, and successors or individuals related to the Event, and the directors, officers, affiliates, employees, representatives, volunteers, sponsors, agents or other relations to any of the parties prior listed (collectively, the "Releasees") from any and all liability to the Participant and his/her personal representatives, assigns, heirs, executors, and successors for any and all loss(es) or damage(s) and any and all claims or demands therefore, on account of injury to the Participant or property or resulting in the death of the Participant, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with the Participant's involvement in the Event.

The Participant represents and warrants that s/he is in good physical condition and is able to participate in the Event safely. The Participant is fully aware of the risks and hazards inherent in participating in the Event, and the Participant voluntarily assumes these risks. It is understood and agreed that Participant hereby assumes liability for any and all medical expenses incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

The Participant acknowledges that any entry fees paid are non-refundable and non-transferable. The Participant acknowledges and agrees that Kinane Events, Inc, in its sole discretion or at the direction of public safety officials, may delay, cancel, or modify the Event if it believes the conditions on the race day are unsafe. Should the Event be delayed, rescheduled, or canceled for any reason, including but not limited to: high Tide, fire or air quality, communicable disease, labor difficulty, insurrection, war, public disaster, flood, unavoidable casualty, acts of God, or the elements (including without limitation, rain, hail, hurricane, tornado, earthquake), or any other factors beyond the control of Kinane Events, Inc. or the Releasees, there shall be NO REFUND of the entry fee or any additional costs of the Participant in connection with the Event.

HEADPHONES / PETS / STROLLERS: Participant acknowledges that pets are not allowed and headphones are discouraged. Participant acknowledges that they must walk their stroller during the 5K and start in the waves marked "Strollers". Further, participant acknowledges that pushing a stroller in large events is dangerous and can lead to injury or death.

COVID-19: By signing this waiver, the Participant acknowledges the contagious nature of the novel coronavirus (COVID-19) and many other communicable diseases and voluntarily assumes the risk that s/he or anyone else may be exposed to or infected by attending and or participating in the Event. In addition, participant agrees to adhere to current state and county guidelines regarding health directives.

The Participant hereby authorizes the event's medical director and their agents, affiliates, and designees to perform the medical treatment as needed. If medical treatment is required, the Participant agrees to allow the medical professionals to release information to Kinane Events, Inc. and its employees, agents, or representatives regarding such treatment. The Participant hereby grants full permission to any of the Event organizers to use their name, voice, and/or picture without compensation or notice in any broadcast, telecast, advertising, or promotion of the O'Side Turkey Trot for any purposes whatsoever. The Participant acknowledges that providing his/her personal information, including email address and/or mobile phone on the entry form, entitles Kinane Events, Inc. to email or SMS him/her regarding related topics for this event or/and future marketing for Turkey Trots.

The Participant warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing s/he to participate in the Event.

PARTICIPANT HAS READ THIS WAIVER AND RELEASE, UNDERSTANDS THAT S/HE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS VOLUNTARILY. IF PARTICIPANT IS UNDER AGE 18: The parent/guardian certifies that his/her son/daughter has his/her permission to participate in the Event. The parent/guardian has read the forgoing RELEASE AND WAIVER OF LIABILITY AGREEMENT and, by accepting the waiver, intentionally and voluntarily agrees to its terms and conditions. The parent/guardian further certifies that his/her son/daughter is in good physical condition and can safely participate in the Event. The parent/guardian authorizes medical treatment for his/her son/daughter as needed, and grants access to my child's medical records as necessary.

Participant / Volunteer Name _____

Participant Signature (or parents if child is under the 18 yrs.) _____

Date _____ **Bib Number** _____ **Event** _____

Please bring this waiver to the event! Please do not email or fax in!