

WAIVER: In consideration of this entry acceptance, I, my heirs, executors, and administrators hereby waive any all rights of claim and damages I may have against the Spectrum Sports Management, Inc., Spectrum Timing Services, Inc., Catalina Island Conservancy, Catalina Island Company, City of Avalon, all host cities, Promoters, Race Directors, Sponsors, Advertisers, Local Organizing Committees, Venues, Property Owners, Law Enforcement Agencies and other Public Entities providing support for the event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members agents, employees, volunteers and all co-sponsors, or any individual associated with the above for any injuries sustained by me in this event. I will additionally permit the use of my name and pictures in broadcast, telecasts, newspapers, brochures, etc. I further attest and verify that I am physically fit and have sufficiently trained for competition and my physical condition has been verified by a licensed medical doctor. THIS WAIVER MUST BE SIGNED BY EACH PARTICIPANT REGISTERED. Athletes who participate in this competition may subject to formal drug testing in accordance with USA Track and Field regulation 10 and IAFF Rule 55. Athletes found positive for banned substances, or who refuse to be tested, will be disqualified from the event and lose eligibility for future competition. SOME OVER-THE-COUNTER MEDICATIONS CONTAIN BANNED SUBSTANCES. INFORMATION REGARDING DRUG TESTING MAY BE OBTAINED BY CALLING THE USOC HOT LINE AT 800-233-0393

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT Specific Event Waiver Form for ALL participants

For and in consideration of Spectrum Sports Management, Inc. ("Spectrum") allowing me, the undersigned, to participate in the Catalina Island Marathon, 10K, and 5K described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement")

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Spectrum and other Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations

established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Nicholas Hill Group, Running USA, its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
5. I also understand that the entry fee is non-refundable and non-transferable.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Signature of athlete (Signature of parent or guardian if under 18 years)

Date

IF ATHLETE IS UNDER AGE 18: This is to certify that my son/daughter has my permission to compete, is in good physical condition, and that race officials have my permission to authorize emergency treatment if necessary.