

2024 DOWN BY THE BAY 5K & TOT TROT

Sponsored by Mountain View Parent Nursery School

**ASSUMPTION OF RISK, RELEASE, COVENANT NOT TO SUE,
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

ACTIVITY: 5K RUN/WALK/STROLLER & TOT TROT

DATE: Nov 3, 2024

We/I hereby certify that the participant named below or volunteer ("Participant") participating in the above-referenced activity ("Activity") is in normal health and capable of safe participation in the Activity. We/I know that such activity may involve risks and that Participant may be injured as a result of the Activity and/or as the result of the actions or negligence of others including those participating in the Activity. We/I assume all risks and hazards incidental to the Activity.

We/I voluntarily waive, release, and relinquish any and all rights or claims of any kind or nature whatsoever, including without limitation claims for damages for death, personal injury, or property damage caused in whole or in part by the negligent acts or omissions of others, arising out of or connected with Participant's participation in the Activity including their presence on and travel to and from City of Sunnyvale property, that Participant may otherwise sustain, accrue, or have against the City of Sunnyvale & Mountain View Parent Nursery School, and their respective directors, officers, officials, members, employees, agents, sponsors, and volunteers ("Releases").

We/I also agree that in the event of a loss due to Participant's participation in the Activity we shall look solely to our own insurance coverage for recovery, which coverage is primary and noncontributory. We/I agree to a waiver of any subrogation right our insurer may have against Releases by virtue of the payment of any loss.

If anyone makes a claim or files a lawsuit due to Participant's participation in the Activity, we/I agree to defend, indemnify and hold Releases harmless from such claim or lawsuit and from any and all loss, liability, cost or expense, including attorneys' fees and costs and court costs, incurred in participating in the defense of such claim or lawsuit or resulting therefrom.

Further, I grant full permission to the Activity hosts or their designees to use photographs, videos and other types of recordings of me for advertising purposes for the Activity or future Mountain View Parent Nursery School 5k Run/Walk/Stroller and Tot Trot kids run events.

This agreement is also binding upon Participant's family, heirs, executors, administrators, or anyone else claiming or suing through Participant or on their behalf. To the extent any provision of this agreement should be held invalid or unenforceable by a court of law, such provision shall be severed, and the remaining provisions shall remain in full force and effect. We/I have carefully read this agreement and fully understand the terms used in it and their legal significance. We/I understand that this is a legally binding contract between Participant and Releases. We/I are/am fully competent to enter this agreement. No oral representations or inducements have been made to us to sign this agreement. Consideration for this agreement is permission to participate in the Activity. If Participant is a minor, a parent/guardian signature is required.

Participant:

Print Name	Signature	Date
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Parent/Legal Guardian:

Print Name	Signature	Date
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