



Dana Point Turkey Trot Waiver

I fully understand that participation in the 2023 Dana Point Turkey Trot (hereinafter "activity") exposes me to the risk of personal injury, illness, communicable diseases, death, and damage to or loss of personal property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Dana Point, its officials, employees, volunteers, or agents; or the Dana Point Chamber of Commerce, its officials, employees, volunteers or agents, for any injury, illness, communicable diseases, death, or damage to or loss of personal property arising out of, or in connection with, my participation in the activity from whatever cause, including the active or passive negligence of the City of Dana Point, its employees, officials, volunteers, or agents; or the Dana Point Chamber of Commerce. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Dana Point, its employees, officials, volunteers and agents; and the Dana Point Chamber of Commerce, its employees, officials, volunteers and agents from any and all claims, demands actions or suits arising out of or in connection with my participation in the activity.

I agree, on my own behalf and on behalf of my heirs, estate, successors and assigns, to indemnify and hold harmless the Dana Point Chamber of Commerce ("Chamber"), City of Dana Point, County of Orange, Dana Point Harbor Partners, State of California and California State Parks, A Running Legacy, Active, and any and all municipal agencies and departments whose property and/or personnel are used or in any way assist, and all producers, sponsors, co-sponsors, advertisers, organizers, volunteers and/or contractors of any of the Events in which I may participate, and all employees, principals, directors, shareholders, agents, members, managers, affiliates, representatives, and insurers of each of the foregoing (collectively "Released Parties") against any lawsuits, claims, or expenses (including attorneys' fees), whether arising from the negligence of any of the Released Parties or otherwise; and I fully and forever waive and release any and all rights and claims for any injuries (including death), communicable diseases, or any other liability, to the fullest extent permitted by law, that I have or may have against any of the Released Parties relating to my participation in any Event as a contestant or volunteer. I acknowledge that the RELEASED PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EVENTS and agree that the Released Parties will not under any circumstance be liable for direct or indirect, actual, or consequential, special or any other damages. I acknowledge that this Release & Waiver of Liability Agreement will be used by the Released Parties and that it governs the legal rights and responsibilities of both me and the Released Parties. Further, I hereby grant to the Chamber the worldwide right in perpetuity to use my name, voice, picture and/or image in any media or other account of the Events in any form and for any purpose, without compensation or approval. The Chamber reserves the right to reject any entry, and further reserves the right to change the details of the Events without prior notice.

I understand that I may be photographed or included in video footage, including drone imagery, and that the Dana Point Chamber of Commerce may use sed photos, video, and other imagery to promote the event, business or as the Chamber sees fit. I understand this event occurs rain or shine and that there are no refunds or race transfers.

If any Event is canceled by the Chamber due to circumstances beyond its reasonable control such as weather or natural disasters or because of governmental action, the Chamber shall have no obligation to refund my entry fee or any other cost I may have incurred in connection with such Events. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I understand and agree that I hereby assume all liability for any and all medical expenses incurred as a result of my participation in the Event.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY, AND SIGN IT ON MY OWN FREE WILL.

COVID-19 WAIVER

COVID-19 SAFETY INFORMATION:

While participating in events held or sponsored by the Dana Point Chamber of Commerce and Dana Point Turkey Trot, ("CHAMBER & TURKEY TROT"), consistent with CDC guidelines, participants are encouraged to practice hand hygiene, "social distancing" and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, the CHAMBER has put in place preventative measures to reduce the spread of COVID-19. However, the CHAMBER cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in the DANA POINT TURKEY TROT or other CHAMBER events and/or other face to face fundraising activities. By attending the DANA POINT TURKEY TROT event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or



3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath.)

LIABILITY WAIVE AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with, and I willingly engage in CHAMBER and DANA POINT TURKEY TROT events and/or other fundraising activities (the "Activity").

RELEASE AND WAIVER:

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE DANA POINT CHAMBER OF COMMERCE AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF RISK:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE:

I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, you recognize that your participation, involvement and/or attendance at any Dana Point Chamber of Commerce fundraising event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the Dana Point Chamber of Commerce (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Should the event be postponed or canceled due to acts of God, accident, riots, war, terrorist act, epidemic, pandemic, natural disaster, fire, explosion, changes in law or regulation - I understand and agree any funds made toward registration will be applied to the event postponement date or following year and I will not be issued a refund.

Print Name: _____

Phone Number: _____

Signature: _____

Date: _____



PACKET PICK-UP WAIVER

Only complete the following waiver if you are having a family member or friend pick up your race packet on your behalf.

I hereby authorize _____ to pick up my race packet.
(insert name of family member/friend)

Relation to Runner: _____

I understand that the Dana Point Chamber of Commerce is not liable for any lost, stolen, or damaged items from my race packet or belongings.

Print Name:

Phone Number:

Signature:

Date:

A digital or printed copy of your ID will be required to be shown to ensure that you are granting your full permission for a proxy to pick up your items.