



**RACE AGAINST PH 5K
2019 ASSUMPTION OF RISK, RELEASE OF CLAIMS AND HOLD HARMLESS AGREEMENT**

The parties to this Agreement are _____ (Participant), _____ (Participant's parents or legal guardian, if Participant is under 18, all referred to hereafter jointly and severally as "Participant") and the Board of Trustees of the Leland Stanford Junior University its officers, trustees, faculty, agents, representatives, volunteers, students and employees (collectively referred to hereafter as "Stanford") for the **Race Against PH 5K**.

Participant is a voluntary participant in this Event. Participant understands and agrees that such activities may be dangerous, may involve travel (local, domestic and/or international) and that neither the Event nor Stanford can guarantee the safety of Participant. Participant is apprised that Stanford shall not be subject to claims or suit to be made by or on behalf of Participant or Participant's heirs, representatives or assigns as a consequence of Participant's participation in the Event.

ASSUMPTION OF RISK. Participant expressly understands and agrees that the Event presents risks to Participant and her/his property. These risks can include, among others (by way of example and without limitation): dangers associated with swimming and drowning, manmade and natural jumps; dangers of collision with pedestrians, vehicles, and fixed or moving objects; the dangers arising from surface hazards, including pot holes or other ground or pavement depressions or height differentials, equipment failure, teammates' or co-participants' negligent or wrongful conduct, inadequate safety equipment or training, use of equipment or materials provided by the event organizer, host and others; unfamiliar or different terrain; climate, food and drink; laws; personal safety; sports practices, rules and regulations; communications; criminal and law enforcement activities; disability access; road, premises conditions and/or maintenance; disease risks; health care; injury to the head, neck or spine; injury to the muscular or skeletal systems; injury to internal organs; scratches, bruises, strains, sprains, contusions, falls, fractures; physical violence; verbal abuse; sexual abuse by co-participants; loss or damage to sight, teeth; other body parts or hearing; paralysis; concussions; brain damage; long and/or short-term disability; loss of income and/or career and earning opportunities; minor or serious injury and/or death. Participant is responsible for researching and evaluating the risks he/she may face and is responsible for his/her actions. Any activities that Participant may take part in, whether as a component of the Event or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved. This includes, but is not limited to, risks associated with the consumption of alcoholic beverages and/or drugs or other intoxicants (whether legal or illegal), property loss, injury to person or property, or death arising out of traffic accidents, assault, and theft or other activities.

It is Participant's intention that this assumption of all risks shall be legally binding and a complete bar to Participant, Participant's heirs, personal representatives, relatives and assigns. This assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from Participant's participation in the Event, including but not limited to those risks listed above. Participant further recognizes, understands and agrees that neither Stanford nor the Event assume responsibility for any liability as regards damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Event, or any liability, damage or injury caused by others, including other participants.

ADHERENCE TO STANDARDS. Participant understands and agrees to abide by all Stanford policies, rules, and regulations and to all sports' rules and regulations.

REGISTRATION. Participant represents and warrants to Stanford that Participant has full legal authority to complete this event registration, including full authority to make use of the credit or debit card to which registration fees will be charged. If Participant is a child under the age of 18 or an incapacitated adult, Participant's parent or legal guardian represents and warrants that he/she is the parent or legal guardian of Participant and has the legal authority to enter into this Agreement on their behalf, and by proceeding with this event registration, Participant's parent or legal guardian agrees that the terms of this Agreement shall apply equally to all Registered Parties. By registering a child under the age of 13, Participant's parent or legal guardian agrees and consents to the collection of that child's information which Participant's parent or legal guardian provides for the purposes of registration.

WAIVER AND RELEASE. As consideration for being permitted by Stanford to participate in the Race Against PH 5K, Participant hereby agrees that neither Participant nor Participant's respective assignees, heirs, guardians, or legal representatives will make a claim against, sue, or attach the property of Stanford, the sponsors of the Race Against PH 5K, Seven Seas Industries or any of their respective partners, members, affiliates, directors, officers, representatives, employees, contractors or agents (collectively, the "Releasees") for any liability, injury, loss or damage connected in any way with the Race Against PH 5K, whether caused by the negligence of the Releasees or otherwise. Participant hereby releases and holds harmless each of the Releasees from all actions, claims, or demands that Participant or any of Participant's respective assignees, heirs, distributees, guardians, or legal representatives now have or may hereafter have for any liability, injury, loss or damage resulting from participation in the Race Against PH 5K, whether caused by the negligence of the Releasees or otherwise.

PUBLICITY. Participant acknowledges the right of Stanford to photograph, video tape or use any other mechanical means of recording or reproducing images of Participant in connection with the Race Against PH 5K, and to use Participant's likeness. Participant also acknowledges and hereby grants to Stanford the worldwide and perpetual right and authority to use, reproduce, distribute, broadcast or otherwise transmit, publish and/or display in whole or in part, Participant's name, photograph, any other likeness and/or biographical information Participant has provided and any statement Participant has made or may make concerning the Race Against PH 5K, in any and all media now known or hereafter invented, in perpetuity, for purposes including but not limited to trade, promotion, publicity, and/or web content without notification, compensation, royalty or additional consideration, except where prohibited by law.

ENTRY FEE NON-REFUNDABLE. I understand that Participant's entry fee is nonrefundable and nontransferable.

INDEMNIFICATION AND HOLD HARMLESS. Participant hereby agrees to indemnify, defend, and hold harmless Stanford from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary participation in or decision to participate in the Event, travel to and from the Event and any and all related activities, on or off of Stanford's campus. This Indemnification and Hold Harmless Agreement is intended to be all encompassing.

PHYSICAL CONDITION AND INSURANCE. Participant attests that she/he is physically and mentally capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Event. Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required. Participant agrees to be solely responsible for payment in full of all costs of medical care she/he may receive.

ACTIVITIES OUTSIDE THE EVENT. Should Participant choose to remain at the Event location or elsewhere either before or after participation in the Event then this Agreement shall remain in full force and effect.

EVENT MODIFICATION AND CANCELLATION. Stanford reserves the right to cancel or modify the Event before or during its operation for any reason, including emergencies, low enrollment, or unavailability of facilities or personnel.

TERMINATION OF PARTICIPATION. Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion, Stanford or its representative may terminate at Stanford's sole discretion Participant's participation in the Event at any time, including during the Event. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Event, or health or safety considerations. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Event, nor shall Stanford be required to make any refund.

SEVERABILITY. It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

CONSTRUCTION AND SCOPE OF AGREEMENT. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms.

Date: _____

Participant's Name (Print): _____

Participant's Signature or Parent/Legal Guardian (if Participant is under 18): _____

Parent/Legal Guardian Name (Print): _____