

Annual Montclair 5K

Standard Participant's Release Form (this "Release")

All entrants will be required to sign this Release

THIS RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

I acknowledge that by signing below, I am voluntarily releasing the Event hosts, all Event volunteers, the Event's volunteer emergency medical team, Montclair Elementary School, Cupertino Union School District, the State of California, the Midpeninsula Regional Open Space District, the Cities of Cupertino, Mountain View and Los Altos and their respective relatives, directors, volunteers, agents, employees, members, sponsors, promoters and affiliates (collectively, the "Releasees") from any and all liability resulting from my participation in the Montclair 5K Fun Run to be held on Sunday, 28 September, 2025 (the "Event").

In consideration of the Releasees' acceptance of my participation in the Event, I hereby voluntarily agree to and make the following contractual representations and agreements. I acknowledge that running and walking are inherently dangerous sports, fully realize the dangers of participating in the Event and fully assume the risks associated with such participation including, but not limited to, the following: the dangers of collision with pedestrians, vehicles, other runners or walkers, and other fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, the Releasees' own negligence, COVID related incidents, weather conditions and the possibility of serious physical and/or mental trauma or injury associated with running and walking events. For myself, my heirs, executors, administrator, legal representatives, assignees and successors-in-interest (collectively, my "Successors"), I hereby voluntarily waive, release, discharge, hold harmless and promise to indemnify and not to sue the Releasees, the business sponsors and business supporters of the Event, property owners, all law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the Event will be held (the foregoing are also collectively deemed to be Releasees), from any and all rights and claims including, without limitation, claims arising from the Releasees' own negligence, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with or arising out of, my participation in or association with the Event, or travel to or return from the Event. I also agree that in the event of a loss due to my participation in the Event, I shall look solely to my own insurance coverage for recovery, which coverage is primary and noncontributory. I agree to a waiver of any subrogation right my insurer may have against Releasees by virtue of the payment of any loss. I agree it is my sole responsibility to be familiar with the Event course, Event rules, and any special regulations for the Event. I understand and agree that situations may arise during the Event which may be beyond the immediate control of the Releasees.

I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in the Event, or would interfere with my ability to participate in the Event. I attest that I am physically fit and have sufficiently trained for the Event. I also grant my permission for a doctor and/or nurse, including without limitation the Event's volunteer emergency medical team, to take remedial action in case of an emergency. I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert my claim in contravention of this Release, the asserting party shall be liable for the expenses (including legal fees) incurred by any Releasee in defending, unless such Releasee is finally adjudged liable on such claim for willful misconduct. Further, I grant full permission to the Event hosts or their designees to use photographs, videos and other types of recordings of me in advertising purposes for the Event or future Montclair 5K Fun Run events. This Release may not be

modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification. Every term and provision of this Release is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. I further acknowledge that I will follow all State, County, CUSD and other applicable COVID-related requirements at the time of the Event.

THE ESSENCE OF THIS RELEASE IS THAT PARTICIPATING IN THE MONTCLAIRE 5K FUN RUN PRODUCES INHERENT RISKS, AND I ASSUME ALL THOSE RISKS IN ORDER TO ENABLE THE EVENT TO TAKE PLACE AND FOR ME TO PARTICIPATE IN THE EVENT. I ATTEST AND VERIFY THAT I AM AT LEAST 18 YEARS OF AGE; IF I AM NOT 18 YEARS OF AGE, MY PARENT/GUARDIAN MUST ALSO SIGN THIS RELEASE BELOW ON MY BEHALF.

Name (please print): _____

Date: _____

Signature (Parent or Guardian if under 18): _____

Emergency contact name/phone: _____