

# Rose Bowl Half Marathon 2021 Volunteer Waiver

**Please print this document, sign, and turn it in on the day of your volunteer shift. Please staple. Please do not shrink. If under 18 years of age, please have parent sign.**

## ACKNOWLEDGMENT, AGREEMENT, RELEASE AND WAIVER OF LIABILITY

In consideration of the opportunity to participate as a volunteer for the LA Road Runners Training Program, the Los Angeles Marathon, the LA Big 5K, the Santa Monica Classic, the Rose Bowl Half Marathon & 5K at the Rose Bowl and/or any related events and activities (the "Events"), the above-named person ("Volunteer") agrees as follows:

1. Volunteer recognizes that, depending upon task, environmental and other conditions, providing volunteer services at an endurance road race may involve potentially hazardous activity. Such risks include:

- Volunteer may be tasked to cut fruit or open boxes using sharp tools such as kitchen knives and box cutters;
- Volunteer may be tasked to direct traffic and be positioned in a parking lot or street;
- Volunteer may be tasked with a job on the race course or behind the finish line where there are fast-moving wheelchairs and handcycles;
- Volunteer may be asked to carry heavy objects;
- Volunteer may be tasked to assist with loading/unloading vehicles, including large box trucks and stake bed trucks with the movement of pallets and heavy objects;
- Volunteer may be asked to work in an area with active forklifts and other heavy equipment such as boom lifts, pettibones, scissor lifts, forklifts, golf carts, UTVs, box trucks, stake bed trucks, pickup trucks, etc.; and
- Volunteer may be exposed to difficult environmental conditions including rain, sun, heat and cold.

Both adult and child Volunteers may encounter such risks. Volunteer agrees to exercise caution while engaging in any assigned task and follow all instructions of police and Event organizers.

2. Volunteer, on his or her own behalf and on behalf of his or her spouse and other family members, heirs, estate, successors and assigns, and anyone else who might claim on Athlete's behalf, to the fullest extent permitted by law, covenants not to sue and fully and forever WAIVES AND RELEASES Concur Endurance Group LLC, The McCourt Foundation, the host cities (including without limitation, the City of Los Angeles, the City of West Hollywood, the City of Beverly Hills, the City of Santa Monica, and the City of Pasadena), the State of California, USA Track & Field, Dodger Stadium, the Rose Bowl 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, other volunteers and/or contractors of any of the Events in which Volunteer may participate, and all employees, principals, directors, shareholders, agents, members, managers, affiliates, representatives, and insurers of each of the foregoing (collectively, the "Released Parties") from any claims (known or unknown, foreseen or unforeseen) or expenses (including attorneys' fees) of any kind or nature for any property loss, injury, disability or death ("Claims"), including those arising from the negligence or carelessness of any of the Released Parties, and agrees to indemnify and hold harmless the Released Parties against all Claims. Volunteer acknowledges that the RELEASED PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EVENTS (including, but not limited to, the condition of any courses) and agrees that the Released Parties will not, under any circumstance, be liable for consequential, indirect, special or similar damages. Volunteer acknowledges that this Acknowledgment, Agreement, Release and Waiver of Liability will be used by the Released Parties and that it governs the legal rights and responsibilities of both Volunteer and the Released Parties.

3. Volunteer understands that that the State of California, Los Angeles County and/or our host Cities may have orders in place due to the COVID-19 pandemic and agrees to comply will all such orders. Volunteer acknowledges and understands the contagious nature of COVID-19 and will not attend the event if: (a) Volunteer is experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste; or (b) Volunteer has tested positive for COVID-19 within 14 days of the event date. Volunteer agrees to follow all event rules and procedures put in place to manage the risk of exposure to COVID-19.

4. Volunteer hereby grants to THE MCCOURT FOUNDATION and its sponsors the worldwide right in

perpetuity to use and authorize third parties to use Volunteer’s name, voice, picture, and likeness in any broadcast, telecast, advertising, promotion, or other account of the Events in any form and for any purpose, without compensation or further approval.

5. Volunteer grants the race organizer the right to contact him or her by telephone, text message or email as is conveniently needed to provide the Volunteer with event-related information and updates.

6. Volunteer acknowledges that he or she has no expectation to be paid for his or her volunteer services to the events and that THE MCCOURT FOUNDATION, the event sponsors and other entities involved with the events are for-profit entities. Volunteer further acknowledges that he or she is not entitled to make any claim for workers’ compensation or other benefits of any kind from THE MCCOURT FOUNDATION, the event sponsors or any other associated entities.

7. THE MCCOURT FOUNDATION reserves the right to refuse to allow a person to volunteer for any reason and to terminate a person’s volunteer service at any time and for any reason including during the middle of a volunteer shift.

8. Volunteer (and Volunteer’s parent or guardian, if Volunteer is under the age of 18) hereby agree(s) to submit all claims against THE MCCOURT FOUNDATION and its employees, owners, officers, directors, affiliates, sponsors, and agents, and any dispute arising from or relating to Volunteer’s participation in the Events, to binding arbitration. The arbitration shall be pursuant to the rules of the American Arbitration Association and shall be held exclusively in Los Angeles County, California, unless otherwise mutually agreed to by all parties. Arbitration must be commenced within one (1) year from the date on which any alleged claim first arose. Any claim filed after the one (1) year deadline will be time barred. Notwithstanding anything herein to the contrary, this paragraph 7 shall bind Volunteer and Volunteer’s spouse, family members, heirs, estate, successors and assigns, and anyone else who might claim on Volunteer’s behalf, and any and all parties whose claims (including a claim of wrongful death) may arise out of or relate to Volunteer’s volunteer participation in the Events.

9. Volunteer warrants that all statements made herein are true and correct and understands that the Released Parties have relied on them in allowing Volunteer’s volunteer participation in the Events.

10. If any part of this agreement should be deemed unenforceable, that portion of the agreement is severable, and the remaining provisions shall remain in full effect.

11. VOLUNTEER HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS ACKNOWLEDGMENT, AGREEMENT, RELEASE AND WAIVER OF LIABILITY AND UNDERSTANDS THAT VOLUNTEER IS ASSUMING THE RISK OF, AND RELEASING AND HOLDING HARMLESS THE RELEASED PARTIES IN CONNECTION WITH, VOLUNTEER’S PARTICIPATION IN THE EVENTS. VOLUNTEER FURTHER UNDERSTANDS THAT THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS AND THAT, BY ENTERING INTO THIS AGREEMENT, VOLUNTEER IS WAIVING ANY RIGHT TO A TRIAL BY JURY.

IF VOLUNTEER IS UNDER AGE 18, ATHELTE’S PARENT OR GUARDIAN MUST SIGN THIS ACKNOWLEDGMENT, AGREEMENT, RELEASE AND WAIVER OF LIABILITY. Such Parent’s or Guardian’s signature below certifies that his or her son/daughter/ward has permission to participate in the Event(s). Volunteer’s Parent/Guardian has read and understands the foregoing ACKNOWLEDGMENT, AGREEMENT, RELEASE AND WAIVER OF LIABILITY and by signing intentionally and voluntarily agrees to its terms and conditions. Volunteer’s Parent/Guardian further certifies that his or her son/daughter/ward is in good physical condition and is able to safely complete the Event(s). Volunteer’s Parent/Guardian hereby authorizes medical evaluation, treatment and transfer to a medical facility for such son/daughter/ward and grants access to such child’s medical records as necessary.

**\*\*PLEASE PRINT CLEARLY\*\***

Volunteer Name: \_\_\_\_\_ Age: \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Volunteer Shift(s): \_\_\_\_\_

**If volunteer is under 18:**

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_