

(continued from front)

RACE WAIVER: I know that running or walking a race is a potentially hazardous activity. I should not enter and run/walk unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all risks associated with running/walking in this race, including, but not limited to, falls, contact with other participants, the effects of the weather including high heat and humidity, and the conditions of the road, all such risks being known and appreciated by me. Having read this waiver and knowing these facts and in consideration of your accepting my entry, I for myself and anyone for whom I am entitled to act, waive, release, and will hold harmless HARD, the race organizer, all other sponsors, and all the agents, employees, officers, directors and volunteers working for those entities from all claims and liabilities of any kind arising out of or related to my participation in this race. I understand that headphones, roller skates and dogs are not allowed in this event unless explicitly authorized by the race organizer.

I have carefully read the description of the above event for which I/we are registering and inconsideration for being permitted by the Hayward Area Recreation and Park District to participate in the "10K on the Bay" activity, I hereby waive release and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said activity. This release is intended to discharge in advance the Hayward Area Recreation and Park District (its officers, employees, and agents) from any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the above persons or entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of my death, injury or property damage that I may sustain while participating in said activity.

MEDIA RELEASE: I agree to release images of myself related to the event. I give permission to the Hayward Area Recreation and Park District to use my picture or a likeness of my picture in promotional literature and/or electronic media. I understand that this literature and/or electronic media may appear in the public at the District's discretion and I hereby release the District from all liability or claims arising from District's use of my picture. I further understand that I will not be compensated in any way for the use of my image and I agree to release images of myself related to the event.

PARENTAL CONSENT: (To be completed and signed by parent/guardian if applicant is under 18 years of age)
I hereby consent that my son/daughter, _____, participate in the "10K on the Bay" activity, and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of the death, injury or property damage that said minor may sustain while participating in said activity. **I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE HAYWARD AREA RECREATION AND PARK DISTRICT AND I SIGN IT OF MY FREE WILL.**

Signature: _____

Parent/Guardian: _____

Participant: _____

Date: _____