

# Hoofin & Woofin 5k9 Volunteer Waiver

## WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK (PLEASE READ CAREFULLY)

I agree as follows: (1) I am volunteering my services for Hoofin & Woofin 5k9 ("the Event") on a voluntary basis without anticipation of payment of any kind; (2) I will perform assigned tasks that are within my physical capability to the best of my ability, and I will not undertake tasks that are beyond my ability; (3) I am familiar with the safe operation and use of equipment and tools that I may utilize in connection with this volunteer activity, and I will not undertake to use any equipment or tools with which I am unfamiliar or do not know how to operate safely; (4) I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments; (5) I specifically acknowledge that I am engaging in this activity as a volunteer, at my own request and risk, and not as a City of San Jose Parks, Recreation and Neighborhood Services or Santa Clara County Parks and Recreation Department (collectively known as "CCAG") representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the CCAG, or any Event promoter or sponsor, nor will I make any such claim.

I understand and agree that CCAG nor any of their respective employees, officers, agents or assigns, (hereinafter collectively referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including Released Parties, whether passive or active.

I understand that running and walking a trail race is a potentially hazardous activity. I should not volunteer unless I am medically able and properly trained. I assume all risks associated with my voluntary participation in this event, including but not limited to, falls, contact with other volunteers or participants, the effects of the weather, including extreme temperatures, traffic and all conditions of the road/trail, all such risks being known and appreciated by me. Despite these risks, I still choose to proceed in such activity. Knowing these facts, and in consideration of your accepting my volunteer time, I for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue and waive, release, and discharge the County of Santa Clara, members of the Board of Supervisors of the County of Santa Clara, the officers agents and employees of the County of Santa Clara individually and collectively, DCipher Group Foundation, Hoofin & Woofin 5k9, all sponsors, race officials, workers or volunteers, their representatives, successors or assigns for any and all claims or liability, whether foreseen or unforeseen, for death, personal injury or property damage arising out of, or in the course of my participation in this event.

I know of no physical limitation which should keep me from undertaking the activities associated with this Event. In consideration for being allowed to volunteer for this activity, I hereby personally assume all risks in connection with Hoofin & Woofin 5k9 for any harm, injury or damage that may befall me as a volunteer, including all risks connected therewith, whether foreseen or unforeseen. I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of participation in this activity, including both claims arising during the activity and after I complete the activity. ***If I should become injured while volunteering at Hoofin & Woofin 5k9, I authorize any physician or surgeon licensed in the State of California to perform emergency or surgical treatment as in his or her sole judgment may be necessary. I further declare that I am over the age of eighteen and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have signed this document of my own free act.***

BY THIS INSTRUMENT I DO HEREBY EXEMPT AND RELEASE ALL "RELEASED PARTIES," AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.**

\_\_\_\_\_  
Spelling of Participant's Name                      Date                      Address                      Phone

\_\_\_\_\_  
Signature of Participant

**IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.**

**I am the parent or legal guardian of the above participant and he/she has my permission to volunteer at Hoofin & Woofin 5k9. I have read and agree to the provisions stated above. I know of no health limitations, which may restrict this volunteer's participation in this activity.**

\_\_\_\_\_  
Signature of Parent or Legal Guardian                      Date                      Address                      Phone

**PHOTO/MODEL RELEASE** I, \_\_\_\_\_ (your name) hereby authorize Hoofin & Woofin 5k9 to use my name, and likeness (or excerpts there from), on film, tape, videos or as photographic images. I hereby waive the right to any and all payment or compensation for appearance in a videotape, film, brochure, Web page or newsprint and grant the right to make unlimited use of my image and/or voice in whatever production they desire for non-commercial purposes. I agree to hold the Hoofin & Woofin 5k9 and/or DCipher Group Foundation harmless from any liability arising from my performance or appearance.

\_\_\_\_\_  
Spelling of Participant's Name                      Date                      Address                      Phone

\_\_\_\_\_  
Signature of Participant

**IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.**

**I am the parent or legal guardian of the above participant. I have read and agree to the provisions stated above.**

\_\_\_\_\_  
Signature of Parent or Legal Guardian                      Date                      Address                      Phone