

Bay Area Christian Church  
PARTICIPATION AGREEMENT, ASSUMPTION OF THE RISK, WAIVER, CONSENT RELEASE,  
DISCHARGE OF LIABILITY AUTHORIZATION AND INDEMNIFICATION  
**THIS IS AN IMPORTANT LEGAL DOCUMENT, PLEASE READ CAREFULLY**  
(Parent/Guardian Consent)

I, the undersigned (“I”), as parent/legal guardian of the minor whose name appears next to “Youth Participant’s Name” below (the “**Youth Participant**”), hereby give permission for the Youth Participant to participate in the following activity sponsored by the Bay Area Christian Church (the “**Activity**”):

Activity:	Run for the Future 5K/10K 2021
Location of Activity:	2525 E. Bayshore Rd, Palo Alto, CA and along the Baylands Trail. For virtual participants, along a nearby trail or road in their neighborhood.
Activity Beginning Date and Time:	Saturday, August 28th, 2021 at 9:00am
Activity Ending Date and Time:	Saturday, August 28th, 2021 at 11:30am

**ACKNOWLEDGEMENT OF AGREEMENT AND ASSUMPTION OF THE RISK**

By signing this Participation Agreement, I represent and warrant that I am the parent or legal guardian of the Youth Participant, who is a minor, with the authority to sign this Participation Agreement on the Youth Participant’s behalf, and I acknowledge that I am aware of the dangers and the risks to the Youth Participant involved in participating in the Activity.

The Youth Participant and I understand that the Activity involves risks to Youth Participant, which could result in injury or death, including, without limitation, minor scrapes, scratches, sprains, broken bones, cuts, bruises, concussion, internal or external injuries, loss of limbs, speech, sight, hearing, paralysis and other disabilities. We also understand that there are potential risks, which may presently be unknown. Because of the dangers of participating in the Activity, Youth Participant and I recognize the importance of complying with, and Youth Participant agrees to, and I shall ensure that Youth Participant fully complies with, the applicable laws, policies, rules and regulations, and any supervisor’s instructions or posted warnings regarding participation in the Activity.

Youth Participant and I have the right and responsibility to inspect all equipment and facilities prior to the Activity and, if we believe that anything may be unsafe, we will advise the Activity supervisor of the condition and may refuse to participate. YOUTH PARTICIPANT’S PARTICIPATION MEANS THAT WE CONSENT TO THE TERMS OF THIS PARTICIPATION AGREEMENT.

Bay Area Christian Church and its parent organization, subsidiaries, board of directors, successors, assigns, affiliates, members, board members, officers, employees, agents, representatives, volunteers and/or persons or entities who organize, lead, supervise, or direct the Activity (collectively, the “**Bay Area Christian Church**”), in addition to all advertising, promotion, or fulfillment agencies, promotional partners, and entities involved in the development, implementation, or handling of the Activity and other persons associated with the Activity and their respective boards of directors, officers, members, employees, agents, volunteers and/or the persons or entities who organize, lead, supervise, or direct the Activity

(collectively, the “**Organizers**”) have no responsibility or liability for injury or death resulting from the Activity, unless due to the gross negligence of the Organizers.

I hereby represent and agree that: (a) Youth Participant voluntarily elects to participate in the Activity with knowledge of the dangers and risks involved, (b) I have warned Youth Participant of the dangers and risks involved, and (c) Youth Participant and I agree to accept and assume any and all risks of property damage, personal injury, or death. Youth Participant and I acknowledge and agree that the Organizers are permitting Youth Participant to participate in the Activity, in reliance upon our consent to the terms of this Participation Agreement.

#### **WAIVER, RELEASE AND DISCHARGE OF LIABILITY AND INDEMNIFICATION**

In consideration for being allowed to voluntarily participate in this Activity, on behalf of myself, Youth Participant, Youth Participant’s personal representatives, heirs, next of kin, successors and assigns (collectively, the “**Youth Participant’s Heirs**”), I hereby forever: (a) waive, release, and discharge the Organizers, from and against any and all actions, claims and demands of every kind and description, including, but not limited to, liability for Youth Participant’s death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to Youth Participant and Youth Participant’s estate, occurring, during or arising out of, as a direct or indirect result of, Youth Participant’s participation in the Activity; and (b) agree to defend, indemnify, and hold harmless Organizers, from and against any and all actions, claims and demands of any nature including, without limitation, all costs, expenses and attorney’s fees, which in any manner result from participation of the Activity.

#### **DISPUTE RESOLUTION**

Any controversy, claim, or dispute arising out of or related to this Participation Agreement or the interpretation hereof, including, but not limited to, alleged violations of state or federal, statutory or common law rights or duties shall be resolved exclusively by arbitration. The arbitration shall be initiated and conducted according to the rules of JAMS in effect as of the date hereof. The arbitration shall be conducted in San Mateo County before a single arbitrator (who shall be an attorney with at least ten (10) years’ experience or a retired judge). All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. If either party refuses to perform any or all of its obligations under the final arbitration award within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in San Mateo County.

#### **WAIVER, CONSENT AND RELEASE FOR USE OF NAME, LIKENESS, PHOTOGRAPHY AND PERSONAL INFORMATION**

I, on behalf of myself and the Youth Participant, and the Youth Participant’s Heirs, I hereby consent to and give permission to the Bay Area Christian Church to use the Youth Participant’s name, voice, picture, photograph (film, video or otherwise), signature, likeness and personal information in any form, or in any future editions, reproductions and/or revisions, thereof, as well as in any other medium, now and in the future, however they may be used, in any language or medium now known or hereafter discovered, including but not limited to, the Bay Area Christian Church’s website, print, audio, video, film, microfilm, CD, DVD, internet or other electronic media. In granting consent and permission to Bay Area Christian Church and/or any of its affiliates, successors and assigns, I hereby waive, on my and the Youth Participant’s behalf, the right to inspect and approve the personal information and/or the voice, picture, photographs, (film, video or otherwise), signature and likeness being used, as well as all rights to compensation of any sort for their use. I further agree, on my and the Youth Participant’s behalf, to waive all claims I may have and to release Bay Area Christian Church from any and all claims or liability associated with or related to the use of Youth Participant’s name, voice, picture, photograph, (film, video

or otherwise), signature, likeness and personal information, including, but not limited to, claims related to defamation, invasion of privacy, intentional or negligent infliction of emotional distress, or infringement of moral rights, rights of publicity and copyright. I hereby acknowledge and agree that the Bay Area Christian Church's use of the items specified under this Participation Agreement shall not constitute an invasion of privacy.

### **CONSTRUCTION**

This waiver, release, discharge and indemnification shall be construed broadly to provide a waiver, release, discharge and indemnification to the maximum extent permitted by law. I affirm that I am freely signing this form. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me and Youth Participant regarding any injury, losses or death Youth Participant may sustain as a result of participation in the Activity. I agree that if any portion of this Participation Agreement is held invalid, the remainder will continue in full legal force and effect and that if, notwithstanding this Participation Agreement, waiver, release, discharge and indemnification, an action is brought on behalf of myself and/or Youth Participant for damages arising out of such participation which requires the Organizers to expend attorney's fees and costs, I agree to indemnify and hold Organizers harmless for and against all such fees and costs.

### **NOTICE TO THE YOUTH PARTICIPANT'S PARENT OR LEGAL GUARDIAN**

READ THIS PARTICIPATION AGREEMENT COMPLETELY AND CAREFULLY, AS YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE ORGANIZERS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS PARTICIPATION AGREEMENT YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS PARTICIPATION AGREEMENT AND THE RELEASES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS PARTICIPATION AGREEMENT.

### **IF YOUTH PARTICIPANT IS 12 OR OLDER, YOUTH PARTICIPANT MUST READ AND SIGN BELOW PRIOR TO PARTICIPATION**

I HAVE READ THIS PARTICIPATION AGREEMENT AND HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS ABOUT IT, AND I UNDERSTAND THAT I HAVE GIVEN UP IMPORTANT RIGHTS BY SIGNING IT. I UNDERSTAND THAT THERE IS A CHANCE THAT I COULD BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY, AND EVEN THOUGH THERE IS A RISK OF INJURY OR DEATH TO ME, I HAVE DECIDED TO PARTICIPATE, AND I AM SIGNING THIS PARTICIPATION AGREEMENT FREELY AND VOLUNTARILY.

*Signature Page Follows:*

By signing below, I acknowledge that I have read and understand the terms of this PARTICIPATION AGREEMENT, ASSUMPTION OF THE RISK, WAIVER, CONSENT RELEASE, DISCHARGE OF LIABILITY AUTHORIZATION AND INDEMNIFICATION, that I have been fully and completely advised of the potential risks and dangers associated with the Activity and that I am aware that this Participation Agreement is a legally binding and enforceable agreement.

Date: \_\_\_\_\_

Youth Participant's Name: \_\_\_\_\_

Youth Participant's Signature (if 12 or older): \_\_\_\_\_

Parent/Legal Guardian's Name: \_\_\_\_\_

Parent/Legal Guardian's Signature: \_\_\_\_\_