

MACH ONE MUD RUN
WAIVER & RELEASE OF ALL CLAIMS & ASSUMPTION OF RISK

I, _____ [Full Legal Name of Participant] hereby agree to participate in the Mach One Adventure Run to be held on June 11th, 2016 (the "Event") sponsored by CBS Radio Inc. owned and operated radio station KFRG-FM ("CBS Radio/KFRG"). In consideration of CBS Radio/KFRG permitting me to participate in and attend the Event and for the other good and valuable consideration set forth herein the receipt and sufficiency of which I hereby acknowledge, I represent, warrant and agree as follows:

INITIAL EACH ITEM AFTER READING

1. **(Check One)** _____ I am at least 18 years old, OR _____ my Parent/Guardian has reviewed this waiver and consented to its Waiver & Release of all claims & assumption of risk on my behalf.
2. _____ I have freely and voluntarily chosen to participate in this Event. I warrant that I have full responsibility for the safety of myself and for compliance with all CBS Radio/KFRG, local, state and federal laws and regulations at the Event and that I will conduct myself at the Event in accordance with all applicable local, state and federal laws.
3. _____ I understand, acknowledge and agree that my participation in this Event may subject me to risk of notoriety, publicity, ridicule, scorn and/or indignity. I fully assume all responsibility for the risk of illness, death, physical or mental harm, bodily injury, loss or property damage, to myself or others on account of or arising out of my participation in the Event.
4. _____ I acknowledge that any and all or portions of my actions or participation in or during the Event may be broadcast on broadcast on radio, television or over the Internet. I further acknowledge and agree that any audiotape or videotape footage taken as part of my participation in the Event and all rights therein belongs to CBS Radio/KFRG and I agree to permit CBS Radio/KFRG to use any such audiotape and videotape footage in any lawful manner, without compensation to me.
5. _____ I understand that entering the Event is a hazardous activity.
6. _____ I understand that Event presents extreme obstacles including, but not limited to, fire, mud pits and steep hills. I agree not to participate in the Event unless I am medically able.
7. _____ I agree to not consume alcohol prior to Event or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in Event.
8. _____ I agree to abide by any decision of an Event officials relative to my ability to safely complete the race. I assume all risks associated with competing in the Event, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or condition of premises, the effects of the weather, including high heat and/or humidity, all such risks being known and appreciated by me.
9. _____ I agree that CBS Radio/KFRG is not responsible for any personal items or property that are lost or stolen at any time during the Event.
10. _____ I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
11. _____ I understand and will abide by the rule that no wheeled baby conveyances or other wheeled means of conveyance, or pets are permitted in the race.
12. _____ I understand that all entries to the Event, are final with no refunds. The official Event race directors reserve the right in any event of emergency or local or national disaster to cancel the Event and in the event of cancellation or change there is no refund of entry fee.
13. _____ I acknowledge that Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment, and facilities, and cooperative, positive participation. I further acknowledge that CBS Radio/KFRG may dismiss, without refund, anyone whose behavior endangers safety or negatively endangers safety or negatively affects a race, a person, a facility, or property of any type or kind. I also agree to indemnify CBS Radio/KFRG, from any and all third party claims caused in whole or in part by my actions.

14. _____ When registering online, my online signature shall substitute for and have the same legal effect as physical signature on a printed document. **EVEN AFTER AFFIXING MY LEGALLY BINDING ONLINE SIGNATURE TO THIS DOCUMENT, I ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT WILL BE DENIED, IF A PHYSICAL HARD COPY OF THIS WAIVER & RELEASE OF ALL CLAIMS & ASSUMPTION OF RISK ARE NOT SIGNED AND DATED IN PERSON PRIOR TO COMMENCEMENT OF THE EVENT.**

WAIVER & RELEASE OF ALL CLAIMS & ASSUMPTION OF RISK.

_____ I recognize and acknowledge that there are certain risks of physical injury to participants in the Event, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I hereby release, discharge and agree to indemnify and hold harmless CBS Radio/KFRG, its licensee, its parent corporation, CBS Radio Inc., CBS Corporation, Race Central, The City of Riverside, The City of Corona, Event sponsors and all of their respective affiliated entities and their respective officers, directors, shareholders, agents, employees and representatives, sponsor, volunteers and assigns (“Indemnities”) from any and all claims, demands, causes of action, losses, expenses, costs, liabilities or any nature whatsoever which at any time I, or my heirs, successors or assigns, may incur or have against any of them arising out of or in connection with (i) my participation in the Event, (ii) any breach of my representations, warranties or other agreements set forth in the Agreement and Release; and (iii) my acceptance of the invitation to attend the Event. I acknowledge that none of the Indemnities have made any representation or warranty to me regarding the Event. I further acknowledge that this Release is intended to be as broad and as comprehensive as the laws of the state in which the CBS Radio/KFRG is located allow and shall be governed by the laws of the state of California. If any portion is deemed unenforceable, the remaining portion shall continue to be in full force and effect. I have read the foregoing Release before affixing my signature below, and warrant that I fully understand the contents thereof.

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR LEGAL GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

_____ I recognize and acknowledge that there are certain risks of physical injury to participants in the Event, and on behalf of the minor child participant listed above (“Minor”), I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that such Minor may sustain as a result of said participation. I hereby release, discharge and agree to indemnify and hold harmless CBS Radio/KFRG, its licensee, its parent corporation, CBS Radio Inc., CBS Corporation, Race Central, The City of Riverside, The City of Corona, Event sponsors and all of their respective affiliated entities and their respective officers, directors, shareholders, agents, employees and representatives, sponsor, volunteers and assigns (“Indemnities”) from any and all claims, demands, causes of action, losses, expenses, costs, liabilities or any nature whatsoever which at any time I, the Minor, or his/her heirs, successors or assigns, may incur or have against any of them arising out of or in connection with (i) the Minor’s participation in the Event, (ii) any breach of the Minor’s representations, warranties or other agreements set forth in the Agreement and Release; and (iii) the Minor’s acceptance of the invitation to attend the Event. I acknowledge that none of the Indemnities have made any representation or warranty to me or the Minor regarding the Event. I further acknowledge that this Release is intended to be as broad and as comprehensive as the laws of the state in which the CBS Radio/KFRG is located allow and shall be governed by the laws of the state of California. If any portion is deemed unenforceable, the remaining portion shall continue to be in full force and effect. I have read the foregoing

Release before affixing my signature below, and warrant that I fully understand the contents thereof.

PUBLICITY RELEASE.

_____ I grant to CBS Radio/KFRG, its licensee, its parent corporation, CBS Radio Inc., CBS Corporation, Race Central, The City of Riverside, The City of Corona, Event sponsors and all of their respective affiliated entities and their respective officers, directors, shareholders, agents, employees and representatives, sponsor, volunteers and assigns, without financial or other compensation the right to audiotape, photograph or videotape me or otherwise capture my name, image, likeness and/or voice (collectively, my "Likeness") and authorize CBS Radio/KFRG to use my Likeness without financial or other compensation in any medium now known or hereafter developed. Under no circumstances will CBS Radio/KFRG be held liable or responsible for the authorized or unauthorized display, publication or duplication of my Likeness. I acknowledge that CBS Radio/KFRG is and shall be the sole and exclusive owner of such recording of my Likeness and shall have the right to exploit such recording, and portions thereof, in any manner and any media whatsoever, including over the Internet or by any other means. I consent to the use, reproduction, exhibit or display of such recording for advertising and publicity purposes relating to the CBS Radio/KFRG or its sponsors, or for any other lawful purpose, in any media now known or hereinafter invented, without further notice, permission, or compensation. I understand and accept that the display, publication or duplication of my Likeness may subject me to risk of notoriety, publicity, ridicule, scorn and/or indignity. I agree that I will not make my own video or audio record of my participation in the Event.

CONSENT TO TREAT.

_____ I authorize the doctors, emergency medical personnel and staff onsite at the Event to administer such procedures and treatment to me as they deem necessary. I understand that said doctors and staff make no guarantees of cure, that I have the right to choose my treatment plan, and that I may refuse any or all treatment suggestions at any time. I have read and understand the policies set forth above. I further agree to accept complete financial responsibility for any charges related to treatment of an injury or illness sustained as a result of my participation in the Event.

_____ **I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.**

Name of Participant OR

Signature of Participant OR
Signature of Parent/Legal Guardian if Participant
under the age of 18

Name of Minor Child Participant

Printed Name/Age

Address

City, State & Zip

Telephone Number

Date