

ACKNOWLEDGEMENT & RELEASE FORM



THIS IS TO ACKNOWLEDGE and affirm that we, the undersigned, understand the nature of and rules relating to the NOMADgardens (the "Program") sponsored by the San Francisco Parks Alliance ("SFPA").

We understand that participants in the Program incur hazards and dangers necessarily associated with recreation in the Program's natural settings and in transportation and/or walking to and from Program sites. We also understand that, despite SFPA's care for the safety of participants in the Program, SFPA cannot and does not assure such participants freedom from such inherent hazards and dangers that may arise at any time during participation in the Program.

With the full knowledge and appreciation that running/walking a road race is a potentially hazardous activity,

- I attest that I am medically able and properly trained to participate in this event.
- I agree to abide by the rules and regulations of the event and by any decision of a race official relative to my ability to safely complete the run/walk.
- I assume all risks associated with participating in this event including, but not limited to falls, contact with other participants, the effects of weather, including high humidity, traffic and the conditions of the road, all such risks being known and appreciated by me. IN CONSIDERATION of the undersigned participant being allowed to participate in the Program, we hereby agree, to the fullest extent permitted by law, to waive and release SFPA, its affiliates, officers, directors, employees, agents and contractors, and each of them, from any and all liability of whatever nature or kind arising from, or by reason of, any injury or damage which at any time while a participant in the Program may befall the undersigned participant, the undersigned participant's property, or the undersigned participant's family, estate, heirs, administrators, or assigns. We accept total responsibility for any and all medical expenses (including transportation to and from any medical facility) that the undersigned participant incurs while participating in the Program.
- This waiver and release covers myself (including all heirs, executors, or administrators) and is given in consideration of acceptance of my registration/entry into the event.. We agree to defend, indemnify, and hold harmless SFPA and its affiliates, officers, directors, employees, agents and contractors, and each of them, from and against any and all third-party claims, actions, costs, damages, demands, losses, penalties, attorney's fees and expenses arising out of, or by reason of, the undersigned participant's participation in the Program, including but not limited to injury to or death of any person and damage to property or business of any person, without limitation.

We expressly assume all risks associated with the undersigned participant's participation in the Program.

This Acknowledgement and Release shall apply whether or not SFPA or any of its officers, agents or employees is alleged to be negligent (whether active, passive, concurrent, or sole). This Acknowledgment and Release applies to any causes of action whether past, present, or future, whether foreseen or unforeseen, whether known or unknown. In connection therewith we waive any rights of a creditor under section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

We irrevocably grant unconditional permission to SFPA to use the undersigned participant's name, likeness, voice and biographical data. Any such materials may be used in whole or in part, in any and all media without limitation and without compensation, unless prohibited by law. We hereby release SFPA and its officers, agents, and employees from liability in connection therewith.

We acknowledge our responsibility for, and agree to satisfy, any indebtedness the undersigned may incur while a participant in the Program.

This Release and Acknowledgement is intended to be as broad and inclusive as permitted by the law of the State of California, and if any portion is held invalid, the balance shall continue in full legal force and effect.

We have voluntarily signed this Acknowledgement and Release. We have knowledge of and familiarity with the potential risks and dangers relating to the Program, and we have had an opportunity to review and ask questions concerning this Acknowledgement and Release.

IN WITNESS WHEREOF, we have executed this Acknowledgement and Release at

Date

Address

If over 18 years of age, sign here:

Signature of Participant

Printed Name of Participant

If under 18 years of age, sign here:

Check here if the participant's parents maintain separate households but share joint legal custody of the participant. (Please note if you checked the box at left the signature of both parents are required below.)

Signature of Participant

Printed Name of Participant

First Parent/Lawful Guardian of Participant Signature

Printed Name

Second Parent/Lawful Guardian of Participant Signature

Printed Name

NOTE: If and only if the participant is aged eighteen (18) years or older, the following may be executed in lieu of endorsement by parent(s)/guardian(s). I am of lawful and legally competent to sign this Acknowledgement and Release. I understand the terms hereof, and I have signed this document as my own free act.