AMERICAN ASSOCIATION FOR CLINICAL CHEMISTRY (AACC) 5K WALK/RUN
RELEASE AND WAIVER OF LIABILITY

I hereby attest that I am fully cognizant of the risks involved in participating in the AACC 5K Walk/Run (the “5K”) as part of AACC Annual Scientific Meeting and Clinical Lab Expo in Anaheim, California, and agree to abide by and adhere to any published safety or other rules of AACC, 5K organizer Off ’N Running Tours, Runsignup.com, any other sponsor of the 5K, and the respective affiliates, successors, and assigns of each of the foregoing parties (the “Sponsor Parties”).

WAIVER. In consideration of my participation in the 5K, I, being 18 years of age or older, intending to be legally bound, do hereby waive, release, forever discharge, and agree to hold harmless the Sponsor Parties and their respective officers, directors, employees, members, subsidiaries, agents, successors, and assigns, from any and all liability, claims or demands for personal injury, sickness or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, by reason of my participation in the 5K, including that caused solely or in part by the fault (including but not limited to negligence, gross negligence and/or recklessness) of the Sponsor Parties. Furthermore, I understand that participation in the 5K carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid such injuries and hereby assume all risk of personal injury, sickness, death, damage, and expense as a result of participation in activities related to my participation in the 5K. I further attest that I do not suffer from any heart, lung, or other medical condition or disease that might in any way hinder or prevent me from participating in the 5K, and that I am medically able and properly trained to participate in the 5K. As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)’s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC’s guidance at: https://www.cdc.gov. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by California, the community or by this race for my participation in this race.

MEDIA RELEASE. I hereby grant full permission to any and all of the Sponsor Parties to take photo, video, audio, and other recordings of me during the 5K and to use any such recordings in perpetuity for any purposes in the Sponsor Parties’ sole discretion, without my further consent or the payment of any compensation.

SEVERABILITY. This Release and Waiver of Liability shall be binding on my heirs, executors, administrators, successors, and assigns. The undersigned further expressly agrees that this Release and Waiver of liability is intended to be as broad and inclusive as is permitted by the laws of California, and that if any portion of this Release and Waiver of Liability is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I HAVE READ AND FULLY UNDERSTOOD THIS RELEASE AND WAIVER OF LIABILITY. I ENTER INTO IT IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN THE 5K.

Signature: _____________________________________________

Printed Name:  _________________________________________

Date:  ________________________________________________
TO BE SIGNED BY A PARENT OR LEGAL GUARDIAN OF PARTICIPANT IF PARTICIPANT IS UNDER 18 YEARS OLD:

I am the parent or legal guardian of ___________ (the “Participant”). In such capacity, on behalf of myself and the Participant, I hereby authorize the Participant to participate in the 5K and agree to the terms of this Release and Waiver of Liability.

Signature: _____________________________________________

Printed Name: _________________________________________

Date: ________________________________________________