

Waiver

Please take a moment to read the following waiver. If you are under 18, your parent or guardian must submit the waiver on your behalf.

As a participant of the Rancho Cordova Great Health Challenge - Lose 20 tons in 2010, I, for myself, my executor, administrators, heirs, devisees and assigns do hereby discharge the City of Rancho Cordova, the Challenge organizers, the event site, their management, their officers, board members, employees, members, sponsors, volunteers, organizers or their representatives, or their successors and all cooperating businesses and organizations from all claims of damages, demands, actions and causes whatsoever in any matter arising from or growing out of my participation or that of my child in the event.

The 20tonsin2010.com Web pages are provided as a service. Participants who choose to utilize the web pages are expressly prohibited from posting content of any nature which may result in fraud or misrepresentation to the public, pornographic or otherwise offensive sexual materials, racially or ethnically prejudicial materials, overtly religious materials or any other information that may be offensive to the general public.

I understand I should consult a doctor before undertaking any new diet or exercise programs.

I give my full permission for the use of my name and photograph in this event.

If I am under the age of 18, my parents have consented to my participation in this challenge and have agreed to all of the above Terms and Conditions on my behalf.

California Participant Waiver/Agreement:

The City of Rancho Cordova and the Rancho Cordova Great Health Challenge - Lose 20 tons in 2010 organizers do not exercise any editorial control over the information you may find on participant Web pages. Opinions expressed on participant Web pages do not necessarily represent the official views of the City of Rancho Cordova or the Challenge organizers.

The undersigned ("Participant"), in exchange for being permitted to participate in the Rancho Cordova Great Health Challenge - Lose 20 tons in 2010, hereby, on behalf of Participant and Participant's heirs, executors and administrators, releases, waives discharges and covenants not to sue the City of Rancho Cordova, the Challenge organizers, or any of their respective affiliates, directors, employees, agents, contractors, volunteers, or other event personnel whether volunteers or paid staff (collectively, the "Releasees") from any and all liability, claims, demands, damages, causes of action, losses, or expenses (including attorneys' fees and expenses) to Participant, on account of physical, mental, or emotional injury, or death of the person of Participant or to the property of Participant, whether such injury or death be caused by the negligence, gross negligence of the Releasees or otherwise, suffered either during the challenge or while traveling to or from challenge activities. Participant also consents to the use by the City of Rancho Cordova and the Challenge organizers, of Participant's name and any photographic image taken of Participant at or in connection with the challenge.

Notwithstanding any other provision of this Release and Waiver of Liability (this "Release"), Participant releases the City of Rancho Cordova and the Challenge organizers, but no other Releasee, from any liability whatsoever arising from any injury, damage, or death to Participant where said injury, damage, or death is the result of, or arises from any intentional or criminal conduct upon the part of a City of Rancho Cordova or a Challenge organizer, employee, agent or volunteer. Participant hereby assumes full responsibility for and risk of bodily injury to or death of Participant due to the negligence or gross negligence of Releasees and also releases the City of Rancho Cordova and the Challenge organizers, but no other Releasee, from any and all liability for the intentional or criminal acts of its volunteers, agents, and/or employees while Participant participates in or travels to and from challenge activities.

Participant further expressly agrees that this Release is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant has read and voluntarily signs this Release, and further agrees that no oral representations, statement or inducement apart from the foregoing have been made, and that this Release may only be modified by a written document signed by Participant and a duly authorized representative of the City of Rancho Cordova or a Challenge organizer.