



WAIVER AND RELEASE OF LIABILITY

I, _____ on my behalf and/or on behalf of the participants listed below (each a "**Participant**"), in consideration for being permitted to engage in the activity specified below (the "**Activity**") at the property listed below (the "**Event Area**") do hereby release and forever discharge Eastlake Middle School, The EastLake Educational Foundation and the City of Chula Vista or its parents, subsidiaries and affiliates, and any of their officers, directors, agents, employees, shareholders and assigns, (each a "**Released Party**") from any and all claims, demands, causes of actions, suits, damages, costs and expenses (including, without limitation, attorneys' fees and court costs) for any and all personal injuries to, or death of, any Participant and/or damage or loss of any property of a Participant arising out of, or occurring in connection with, the Activity (each a "**Claim**").

I recognize and acknowledge that my participation in the Activity **is solely at my own risk**. I understand that this Waiver and Release of Liability (this "**Release**") is absolute as to any Claim which may arise as a result of participation by any Participant in the Activity.

I further agree to abide by all the rules and regulations of the EastLake Middle School, Eastlake Educational Foundation and the City of Chula Vista and agree that the Activity may be canceled at any time, without prior notice or warning. I agree that each Participant will immediately cease participation in the Activity upon request. I am authorized, and have the legal capacity, to sign this Release on behalf of, and fully bind, each Participant (including any guardian, heir, executor, administrator or representative of any Participant) to the terms of this Release.

I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY EACH PARTICIPANT SPECIFIED IN THIS DOCUMENT AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH.

Date: _____

Activity: Cycle EastLake & Run 2017

Event Area: Eastlake Middle School and surrounding areas (several different routes)

Participant Signature: _____

Name of Signer/Participant: _____

Group / Additional _____

Minor Participants Signing For: _____

List of additional Participants attached

Signature of Witness: _____

Witness Name: _____

STANDARD PHOTO RELEASE

Participant's Name: _____ Participant's Signature: _____

I hereby authorize EastLake Educational Foundation (EEF) to publish the photographs taken of me, at Cycle EastLake, for use in the EEF's printed publications and website. I acknowledge that since my participation in publications and websites produced by The EEF is voluntary; I will receive no financial compensation. I further agree that my participation in any publication and website produced by the EEF confers upon me no rights of ownership whatsoever. I release the EEF, its contractors and its employees from liability for any claims by me or any third party in connection with my participation.