

This Form contains a release of liability. Read it carefully before signing.

**“JUST RUN” PROGRAM FOR YOUTH
Liability Release Form and Agreement**

1. The Big Sur Marathon Foundation (“BSMF”) has developed a program, using the tradename and mark “Just Run” and other proprietary materials, methodologies, training materials and other intellectual property (collectively, the “Intellectual Property”) to encourage children to run, walk and engage in physical fitness activities.
2. I have volunteered to serve as a coach, facilitator and/or leader in connection with “Just Run” activities and to organize a “Just Run” program in accordance with the guidelines provided by the BSMF.
3. I understand that certain risks are inherent in any physical activity. With knowledge of the risks involved, I am agreeing to serve as a volunteer with the above “Just Run” program and I hereby assume the risks involved in my participation, including physical injury or death. I am in good health and physically able to perform the activities I have chosen.
4. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS under which the Just Run program is to be operated as set forth on the “Terms and Conditions” document attached hereto. I agree to be bound by those terms and conditions.
5. I hereby waive and release in advance all rights and claims for damages I may have against the participating School, Government, Organization, etc., BSMF, and any parties that operate, administer, co-organize or provide instruction in connection with the “Just Run” program and any of their directors, officers, volunteers, employees, sponsors, agents, charities, community groups, contractors, suppliers, governmental agencies, and anyone otherwise connected with the “Just Run” program (the “Released Parties”) being provided by the participating School, Government, Organization, etc., even those rights and/or claims resulting from their negligence, fault, or any other act, omission, defect or hazard that causes illness, injury or death or damage to belongings.
6. I acknowledge that communications and marketing efforts for “Just Run” may include photographs of event participants in print publications or on the “Just Run” or BSMF website, as well as in outside media coverage. My electronic signature constitutes my consent to use of my photograph in such media, with no royalty or other payment being made for such use.
7. I have read and understand this entire Release and Waiver of Liability Agreement. I am making this Release and Waiver of Liability Agreement in exchange for the privilege of participating in the “Just Run” program as a Volunteer and I understand that by signing this document, I am assuming all the risks of participation in the “Just Run” program and activities.
8. I HEREBY WARRANT AND CERTIFY THAT I HAVE READ, UNDERSTAND AND HEREBY AGREE, both now and so long in the future as this Agreement remains in effect, to abide by all provisions of the “Just Run” program.

**AGREEMENT
TERMS AND CONDITIONS
JUST RUN® PROGRAM**

1. Big Sur Marathon Foundation (“BSMF”) has developed a program and protocol to encourage youngsters to increase their physical activity and their attention to performing good civic deeds using the name “Just Run” (the “Program”).
2. BSMF has adopted, has registered with the United States Patent and Trademark Office, and is using the trademark and service mark “Just Run” (the “Trademark”) in connection with the Program and has developed significant good will and value in the trademark and name “Just Run.”
3. The Program is committed to the safety, health and well-being of children and youth, to the promotion of physical activity, to the encouragement of positive lifestyle choices, and to addressing the epidemic of childhood obesity and its related illnesses; and
4. The Program is designed for implementation through the auspices of schools and youth organizations, county, city, or other local government-sponsored physical fitness programs, after-school activity programs and similar groups organized for youth activities, but may be organized by an individual teacher, counselor or activities coach, so long as such individual agrees to operate within the specific guidelines enumerated in these terms and conditions.
5. BSMF shall provide: (a) Access to the comprehensive JUST RUN website (www.justrun.org) with information for children, teachers, and group leaders on leading an active lifestyle and eating properly; (b) Instructions on program implementation; (c) Access to the Forms section of the Website; (d) On-line and phone support; (e) Recommendations and referrals for incentive purchasing.
6. The right to use the Trademarks and other Intellectual Property owned by BSMF may not be assigned, sublicensed, transferred or otherwise conveyed.
7. Fundraising and sponsor solicitation is permitted, on a local basis only, for the purpose of purchasing incentives and for funding other financial needs of the local program
8. LEADER SHALL VERIFY THAT THE SCHOOL OR OTHER ENTITY UNDER WHOSE AUSPICES THE JUST RUN PROGRAM IS BEING ORGANIZED HAS BOTH GENERAL LIABILITY AND COMPREHENSIVE INSURANCE COVERING ALL PARTICIPATING CHILDREN AND ALL ASPECTS OF THE PROGRAM.
9. Leader hereby indemnifies and holds harmless BSMF, its directors, officers, employees, agents, officials and related entities (the “Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and expenses, including but not limited to reasonable attorneys’ fees and expenses as incurred, which the Indemnified Parties or any of them may incur or be obligated to pay in any action, claim or proceeding against them or any of them, for or by reason of acts, whether of omission or commission, arising out of or in connection with operation of the Program, use of the Intellectual Property or of the Trademark, or in any way arising out of the organization or operation of the Just Run Program by an affiliate or a Licensee.

10. All “Just Run” Leaders must acknowledge the importance of screening all applicants to assist as Leaders of the Program. Each Leader shall be responsible for performing appropriate background checks.

11. This Agreement, consisting of the Release of Liability Form and this Agreement – Terms and Conditions, shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of California. In the event of any claim, dispute or other disagreement arising out of or related to this Agreement, the parties agree that the venue shall be in Monterey County, California, unless both parties mutually agree to a different venue in writing.

12. Leader/Affiliate must comply with all applicable laws, rules and regulations (whether issued by a governmental agency, school, youth organization, playground or track owner, or similar entity) in carrying out the implementation of the Program. Leader must obtain all necessary permission to use facilities and file required requests, if any, for facility usage, whether with schools, playgrounds or other owners or facility operators.