

# Signed Waivers

## Participant Information

**Name:** Marty Beene  
**Email:** martybeene@comcast.net  
**Address:** 2927 Windsor Dr., Alameda, California, 94501, United States  
**Confirmation Number:** xq7JL

## Event Information

**Event Name:** Midway Shelter Winter Run  
**Event Date:** December 06, 2025  
**Event Location:** Alameda, California, United States  
**Sub-Event:** 10k Run

## Signed Waiver Terms

### Movemint Waiver

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, Movemint, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that participating in an event is a potentially hazardous activity. I should not enter unless I am medically able to do so and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in participating in this type of event. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the event. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

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 the state, the community or by this race for my participation in this race.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This event follows the standard athletic event industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and bib numbers are non transferable.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.

### **Signature Confirmation**

**Participant Name:** Marty Beene  
**Waiver:** Movemint Waiver  
**Date Signed:** February 04, 2025 at 11:28 PM UTC

## Event Waiver

### Outfront Endurance:

In consideration of you accepting this entry: I, the participant, intending to be legally bound do hereby waive and forever release any and all right and claims for damages or injuries that I may have against the Event Director and business Outfront Endurance and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that running a road race is a potentially hazardous activity. I should not enter and run unless I am medically able to do so and properly trained. I assume all risks associated with running in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typical found in running a road race. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the run. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

### City of Alameda:

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I agree that prior to participating in an event, I will inspect the race course facilities, equipment and areas to be used and if I believe they are unsafe, I will immediately advise the person supervising the event activity, facility, or area. I hereby assume all of the risks

of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owner, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release Liability (AWRL) form will be used by the event holders, sponsors, and organizers in events in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I, for myself, my

executors, administrators, heirs, next-of-kin, successors, and assigns, forever waive and release and give up any and all claims, demands, liability, damages, costs, and expenses of any kind whatsoever, including personal injuries to me, or wrongful death, against the following entities or persons: (Sponsoring Organization), City of Alameda, its City Council, Boards and Commissions, Officers, Employees and Volunteers, City Hall, Alameda CA 94501, the event holders, event sponsors, event directors, event volunteers, and event officials which may arise from my participation in the event or while traveling to or from the event, even if caused in whole or in part by the negligence or fault of the parties or persons I am hereby releasing, by the dangerous or defective Page 2 of 2 Revised 8/20/2014 G:\Comdev\Forms\Special Events\Common Forms\SE7 - Acc Waiver and ROL.docx condition of any property or equipment owned, maintained or controlled by them and/or because of their liability without fault. I fully understand I am forever giving up in advance any right to sue or make any claim against the parties I am releasing if I suffer such injuries and damages, even though I do not know what or how extensive those injuries and damages might be, and am voluntarily assuming the risk of such injuries and damages.

I will assume my own medical and emergency expenses and hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this event. This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document and I understand its content.

## Signature Confirmation

**Participant Name:** Marty Beene  
**Waiver:** Event Waiver  
**Date Signed:** February 04, 2025 at 11:28 PM UTC

*This document certifies that Marty Beene has digitally signed the following waiver agreement(s) for Midway Shelter Winter Run: Movemint Waiver, Event Waiver.*

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