

# Signed Waivers

## Participant Information

**Name:** Katherine Gomer  
**Email:** kcgomer@gmail.com  
**Address:** 1641 Stuart St., Berkeley, 94703  
**Confirmation Number:** yqKM6

## Event Information

**Event Name:** Patagonia 5K Championship  
**Event Date:** July 13, 2025  
**Event Location:** San Francisco, California, United States  
**Sub-Event:** Patagonia 5K Championship

## 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:** Katherine Gomer  
**Waiver:** Movemint Waiver  
**Date Signed:** April 10, 2025 at 07:22 PM UTC

# Event Waiver

PATAGONIA SF + USATF Waivers

Retail Store Event Activity Waiver - San Francisco

## VOLUNTARY RELEASE, WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement")

In consideration of my participation in this event, commencing at Patagonia San Francisco, 7700 North Point, San Francisco, CA, 94109 (including any other activities, contest or events, collectively the "Event"), and all activities associated therewith, the undersigned for myself, my personal representatives, heirs, next of kin, spouse and assigns DO HEREBY:

1. Release, Discharge and Covenant Not To Sue Patagonia Works, Patagonia, Inc., all of their affiliated companies, their officers, directors, agents, Trustees, contractors, employees, shareholders and insurers (all collectively referred to herein as "Releasees") from any and all claims, loss, liability, damages, or expense related to the Event in any way, arising out of 1) any wrongful or negligent acts or omissions on the part of Releasees or any other person; 2) failure or malfunction of any equipment or vehicle or 3) any other cause whatsoever, which may cause me injury, death, damages of any kind, delay, inconvenience or property damage. I hereby covenant to defend Releasees, hold Releasees harmless, and to indemnify Releasees for any claim, loss, liability or expense (including, without limitation, attorneys' fees and costs which Releasees, or any of them, may incur) Releasees may incur in connection with the Event or arising out of my activities.
2. Understand that by participating in this Event and/ or entering any premises owned or controlled by Releasees, that you are assuming liability for an injury or death if such injury or death results from the inherent risks of contracting COVID-19.
3. Understand that participation in this Event can present hazards and danger of injury. My participation is voluntary and I Voluntarily Elect to Accept All Risks connected with my participation in the Event.
4. Understand that athletic events involve certain inherent risks of possible injury, including or loss of life. Despite these risks, I still choose to proceed in such activity.
5. Acknowledge that I am familiar with any equipment I may be using, or will become familiar with it prior to use, and the safety and warning aspects of such equipment, and I will comply with these. If I fail to do so for any reason, I ASSUME ALL RISK for myself and assume all liability to others for such failure, and I HEREBY RELEASE Releasees for any failure or malfunction in the equipment or its inadequacy for the use I make of it
6. Represent that I know of no physical disorder which should keep me from participating in the Event and I agree that I AM SOLELY RESPONSIBLE for any and all injuries or harm that I may incur in participating in the Event.
7. Agree that this Agreement shall apply to any incident, injury, accident or death associated with the Event, and to any injury, accident, death, or damages occurring as a result of the Event any time after the execution of this Agreement.
8. Agree that in the event any court finds any of the provisions of this Agreement unenforceable, then such court shall sever such unenforceable provision to the extent necessary to enforce the remaining provisions of this Agreement.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE AND WAIVER OF ALL CLAIMS OR RIGHTS TO FILE A LAWSUIT OR OTHERWISE RECOVER FROM RELEASEES. I UNDERSTAND I ASSUME

ALL RISKS INHERENT IN THE EVENT AND IN THE ACTIVITIES I WILL PARTICIPATE IN. I HAVE BEEN GIVEN TIME TO CONSIDER WHETHER TO SIGN THIS RELEASE AND TO REVIEW IT WITH MY OWN COUNSEL, AND HAVE EITHER DONE SO OR VOLUNTARILY ELECTED NOT TO DO SO. I HAVE VOLUNTARILY SIGNED MY NAME SHOWING THAT I ACCEPT THE ABOVE PROVISIONS.

#### USATF Waiver

For and in consideration of USA Track & Field, Inc. ("USA Track & Field" or "USATF") allowing me, the registrant, to participate in the USA Track & Field sanctioned event I am registering for herein (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age (or this Agreement is also agreed to by my parent, natural guardian, or legal guardian (the "Guardian")); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.

2. I understand and acknowledge that participation in track & field, road running, race walking, cross country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sports of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease (including communicable disease), permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers (as defined in Section 4 below); and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions or the actions or inactions of others participating in or organizing the Event, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties (as defined in Section 4 below).

3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competition Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties, as relevant and applicable in each instance: USATF, its members, clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the event directors, the host organization and the facility, venue and property owners or operators upon which the Event takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, except to the extent caused

by the gross negligence and/or willful misconduct of any of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties, as relevant and applicable in each instance.

5. As a condition of my participation in the Event, I hereby grant USA Track & Field, the event director and host organization a limited license to use my name, likeness, image, photograph, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any media platform or format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the Event, USATF, or the sport of Athletics. The foregoing grant, however, does not constitute consent for USATF or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by accepting it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have accepted this Agreement without any inducement, assurance or guarantee, and intend for my acceptance to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. If the participant is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that the Event is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the participant's participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties.

## Signature Confirmation

**Participant Name:** Katherine Gomer  
**Waiver:** Event Waiver  
**Date Signed:** April 10, 2025 at 07:22 PM UTC

*This document certifies that Katherine Gomer has digitally signed the following waiver agreement(s) for Patagonia 5K Championship: Movemint Waiver, Event Waiver.*

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