

# BIG BEAR 4<sup>th</sup> of JULY FUN RUN

## July 4, 2020

In addition to implementing actions and best practices mandated by governing authorities and local health and safety experts, Big Bear 4th of July Fun Run is taking the following steps to ensure the safety and wellbeing of everyone attending a Big Bear 4th of July Fun Run event.

### Cleaning and Sanitization

1. Reduced touch points to minimize physical interaction among all racers, and between racers and event staff.
2. Additional cleaning and sanitization of touch-points throughout the event area, including check-in areas, toilets, medal and shirt collection, results, payment collection points, and at aid station.
3. Hand sanitizer will be available for use at event site.
4. The aid station will use either sealed, bottled water or water will be poured, on demand, from a water cooler into a cup and placed individually on a table for pickup by runners. Runners may pick up a water bottle or cup one at a time. If a line forms, each person must stand at least 6 feet apart and wait their turn to approach the table.
5. Increased safety and hygiene procedures for staff and volunteers including regular hand sanitization and wearing face coverings.

### Personal Protective Equipment

1. All event staff and volunteers will wear face coverings at all times.
2. Runners will be directed to wear a face covering in the event start/finish area and if passing by another runner.

### Social Distancing

1. Runners will arrive on a rolling basis between **6:30AM-9AM**. There will be no group start, each runner will start one-at-a-time or along with those of the same household only.
2. Runners will be directed to run at least 10 feet away from other runners (or a household of runners) while on the course, including passing other runners.
3. Timing will use bibs with chips to record each runner's start and finish time.
4. Throughput will be monitored to ensure the number of people within the event space is kept to acceptable levels at all times.
5. Dedicated lanes, along with designated waiting spots, will be provided at areas where racers tend to congregate, such as at check-in. Where lines are formed, distancing markers will be used to ensure safe distancing.
6. Runners may not congregate after finishing the race. Please exit the event area expeditiously to allow for enough space for the next finishing runners. Event staff will keep the area clear.

## Virtual Option

1. An option to participate virtually from in/around your own home is available to everyone.
2. Shirts and medals will be mailed no later than 1 week after race day, if registration is received no later than June 26. Orders after June 26 may incur a small delay. Register early to receive your swag as soon as possible!
3. Virtual bibs will be available for download prior to July 4.
4. Virtual runners are encouraged to dress up and run in their patriotic costumes/flair to be eligible for prizes in our costume contest! Upload your photos of you running in your costume to Instagram using the hashtag #July4inBigBear to enter. Prizes will be mailed to the winners.

## Event Adjustments

1. No spectators will be permitted, unless a participating minor is being accompanied by a parent or guardian (in the start/finish area only). If you're traveling with family members that are not participating, we suggest they spend their time in Meadow Park and enjoy the views of the lake while you are running.
2. No awards ceremony will be held after the race to prevent gathering and ensure social distancing measures are adhered to. Awards will be mailed, however finishers will each receive their medal on-site.
3. Shade tents will not be provided to facilitate social distancing.
4. Very limited refreshments will be served. Any food items will be individually wrapped. Runners are encouraged to bring their own snacks.
5. Participants are highly encouraged to bring and carry their own water via bottle, hydration belt, or hydration pack. Water will be available on-site and will be served by 1 volunteer only. Please expect that you may need to wait to access the water and will need to follow social distancing while waiting in line.

## Waiver

1. Each customer shall be required to sign an updated event waiver. (See full waiver below)

## At Risk Persons

Anyone who falls under or lives with someone in these categories is encouraged not to participate in Big Bear 4th of July Fun Run events at this time:

- People over 65 years of age
- People who have chronic lung disease, moderate to severe asthma, or severe heart disease;
- People who are immunocompromised: those who have undergone or are undergoing cancer treatment, bone marrow or organ transplantation; anyone with immune deficiencies, poorly controlled HIV or AIDS, or had prolonged use of corticosteroids; and smokers;
- People of any age with class III or severe obesity; or
- Anyone diagnosed with the following underlying conditions: diabetes, liver disease, and persons with chronic kidney disease undergoing dialysis.

## Event Waiver

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY CAREFULLY. THIS WAIVER AND RELEASE OF LIABILITY IS A CONTRACT BETWEEN YOU ("PARTICIPANT") AND SUMMIT THE SKY, LLC, BIG BEAR 4TH OF JULY FUN RUN, OPEN AIR BIG BEAR, BEAR VALLEY SEARCH AND RESCUE, SAN BERNARDINO SHERIFF AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS ("COMPANY") AND IT GOVERNS YOUR REGISTRATION FOR THE BIG BEAR 4TH OF JULY FUN RUN ("EVENT"). IF YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, YOU MUST INDICATE YOUR CONSENT BY SIGNING BELOW. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, YOU WILL NOT BE ABLE TO SUBMIT YOUR REGISTRATION TO US AND YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE BIG BEAR 4TH OF JULY FUN RUN.

I wish to participate in one or more race(s) included in The Big Bear 4th of July Fun Run.

I verify that I have full knowledge of the rigors and risk involved in participation in the Event(s), including the physical challenge of the long distance runs I have chosen, and I understand that running can be a dangerous sport. I am voluntarily participating in the Event(s) with knowledge of the dangers involved, including without limitation, the risks of death, disability, injury, loss, damages, the unavailability of medical care, or the NEGLIGENCE or deliberate act of another person and I agree to accept any and all risks of injury, damage or death. I understand that by participating in the Event(s), I will be using public streets and facilities where many hazards exist, and I am aware of and appreciate the risks which may result from my use of those streets and facilities. I am also aware that accidents or illness can occur during road and/or trail running and that I may be seriously injured or killed as a result.

I am capable of participating in the Event(s). If I am aware of or under treatment for any physical infirmity, ailment or illness, or if I am taking any prescription or over-the-counter medications, my medical care provider knows of and has approved my participation in the Event(s). I understand, or will educate myself about, the dangers of dehydration and hyponatremia (low blood sodium) and will take precautionary measures to prevent these conditions. I acknowledge that I am solely responsible for my personal health and safety, and the personal property I bring with me. I also acknowledge full and sole responsibility for my own medical expenses, and I am responsible for any and all medical expenses incurred on my behalf. If I should become injured while participating in the Event(s), I authorize the Company or Event(s) organizers to secure medical assistance on my behalf and at my expense. I will not enter and participate unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform this event, and am in good health, and I am properly trained.

I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the race and agree to abide by them, as well as the laws of any county, city, or other jurisdiction in which I will participate. I understand that the Company reserves the right to make changes to the terms and conditions of participation in the Event, including but not limited to changes to the Event rules and regulations, and I agree to abide by such updated terms and conditions in order to participate in the Event. I assume all risks associated with running in this event, including but no limited to: falls, physical contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators including the potential the contraction of a communicable disease resulting from contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators. I assume all risks including: the effects of the weather; high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road and/or trail including surrounding terrain. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I assume all such risks being known, appreciated, and accepted by me.

In consideration for being permitted to participate in the Event(s), I agree to assume all risks and to release in advance and hold harmless and discharge the Company, all affiliated organizations, individuals and entities, Summit the Sky, LLC, designated beneficiaries, sponsors, first-aid volunteers, officials, participating communities, organizations, and all of their respective parents, subsidiaries, affiliates, officers, directors, agents, employees and members from any liability and to waive my rights with respect to any and all claims for damages for death, personal injury or property damage, including but not limited to medical bills, lost wages, pain and suffering, loss of consortium, emotional distress, attorneys' fees and court costs, which I may have, or which may hereafter accrue to me as a result of my

participation in the Event(s), even though this liability may arise through no fault of my own, or from the NEGLIGENCE or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. The Company is not disclaiming any liability, which by law may not be disclaimed.

I understand that bicycles, skateboards, baby joggers/strollers, roller skates or inline skates, animals, and personal music players are not allowed in the race, and I will abide by all race rules. Having read this waiver and knowing these facts and inconsideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release SUMMIT THE SKY, LLC, BIG BEAR 4TH OF JULY FUN RUN, OPEN AIR BIG BEAR, BEAR VALLEY SEARCH AND RESCUE, AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS, the city of BIG BEAR LAKE, and the Road Runners Club of America, all event sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. In addition, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and/or other communicable diseases by participating in this event. I acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 in connection with my participation in this event and personally assume this risk.

I consent to allow the Company and its licensees to use my name, photograph, motion pictures, image, voice or likeness in any media format worldwide in connection with the Event(s) and/or the Company and I waive any rights of privacy and/or publicity or compensation that I may have in connection therewith.

I consent to sharing my name and email address with third party vendors specifically related to the Event(s) such as the local Open Air Big Bear Non-Profit organization and Event(s) photographers. The Company will only share this information with vendors who agree to only use your information for legitimate business purposes related to the Event(s) and as authorized by the Company.

I understand that weather, emergencies, or other issues of public safety may cause cancellation or postponement of the Event(s). Should such cancellation or postponement occur, I understand that no contributions, payments, or expenses will be refunded by the Company. By signing this waiver, I consent that I am not entitled to a refund if the event is cancelled before or during the event.

I understand that, in the event that any one or more of the provisions contained in this Waiver and Release of Liability shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Waiver and Release of Liability, and the remaining portions shall remain in full force.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I enter into this contract of my own free will and I understand and agree that this Waiver and Release of Liability is binding on my heirs, assigns, and legal representatives. If the participant is under 18 years of age at the time of registration, then the participant's parent or legal guardian represents and warrants that they have read and agree to all terms on behalf of the participant.

BY SIGNING AND/OR CHECKING THE BOX BELOW, I HEREBY AFFIRMATIVELY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AND I AGREE TO BE BOUND BY ALL TERMS OF THIS WAIVER AND RELEASE OF LIABILITY. I AGREE THAT THE COMPANY MAY RELY ON MY AGREEMENT TO THIS WAIVER AND RELEASE OF LIABILITY AS A MATERIAL INDUCEMENT TO ALLOW ME TO PARTICIPATE IN THE EVENT(S).

**\*\*VIRTUAL EVENT PARTICIPATION WAIVER\*\***

I know that running in an event that is organized as a virtual activity where I run on my own, at a date and time of my choosing, in a location and running route of my choosing, which will not have any support or security measures in place by Summit the Sky LLC or Big Bear 4<sup>th</sup> of July Fun Run, is a potentially hazardous activity, which could result in injury or death. I acknowledge that I am participating in the activity outlined by this virtual event by my own free will and at my own personal risk. I will not participate in a virtual event unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform this event, and am in good health, and I am properly trained. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases,

and I attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I attest that if my community has a shelter in place order, that I will only participate in the virtual event by using a personal treadmill, and I will not run outside in the community during the duration of a shelter in place order. I agree to follow all pedestrian safety ordinances including running on a sidewalk where available and not in the road. I agree to follow the rules of the road if no sidewalk or multi-use trail is available, and I will run against oncoming traffic and not with traffic.

I agree to abide by any decision of a race official relative to any aspect of my participation in this virtual event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I having read the rules of the virtual race scheduled for JULY 4, 2020 including the terms in this waiver, the timeline of the virtual event, and agree to abide by them. I assume all risks to me associated with running on my own as part of this virtual activity, including but not limited to: falls, contact with other pedestrians, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road or trail, all such risks being known or unknown and appreciated by me when out running on my own without any type of support from local officials or event organizers.

Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release SUMMIT THE SKY, LLC, BIG BEAR 4TH OF JULY FUN RUN, OPEN AIR BIG BEAR, BEAR VALLEY SEARCH AND RESCUE, AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS, the city of BIG BEAR LAKE, and the Road Runners Club of America, all event sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this virtual event, and waive my ability to bring any legal action against the entities outlined in this waiver as I am voluntarily electing to run on my own as part of this virtual event. I grant permission to all of the foregoing to use my photographs which I may share online as part of the event, personal data provided during registration and post-event reporting, video or audio recordings, or any other record of this event for any legitimate purpose. I understand that this event does not provide for refunds in the event of a cancellation, and by signing this waiver, I consent that I am not entitled to a refund if the event is cancelled before or during the event.

BY SIGNING AND/OR CHECKING THE BOX BELOW, I HEREBY AFFIRMATIVELY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AND I AGREE TO BE BOUND BY ALL TERMS OF THIS WAIVER AND RELEASE OF LIABILITY. I AGREE THAT THE COMPANY MAY RELY ON MY AGREEMENT TO THIS WAIVER AND RELEASE OF LIABILITY AS A MATERIAL INDUCEMENT TO ALLOW ME TO PARTICIPATE IN THE EVENT(S).