

# 13th Annual California Mountain Unicycle Weekend 2008

October 17-19, 2008  
San Diego, California

**Instructions:** Complete this registration and waiver form, initial and sign the waiver, and mail these forms with a check to the address below. One registration form and waiver per rider required. **INITIALED AND SIGNED WAIVER MUST ACCOMPANY REGISTRATION. FOR MINORS UNACCOMPANIED BY THEIR PARENTS, WAIVER MUST BE NOTARIZED.**

**Registration deadline October 5, 2008 (late registration fee \$15.00).**

Name: \_\_\_\_\_

Home address: \_\_\_\_\_  
\_\_\_\_\_

Home phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Date of birth and age: \_\_\_\_\_

**For non-riders, include the number of additional Lunch and Dinners for your guests. Also, indicate the number of vegetarians.**

Registration Fees (Includes trailhead parking and shuttle):.....\$35.00

Late registration fee (after 10/5/08):.....\$15.00

Friday dinners (include number of guests) \_\_ @ \$11/person = \$\_\_\_\_\_

Saturday dinners (include number of guests) \_\_ @ \$11/person = \$\_\_\_\_\_

T-shirt (optional).....S\_\_, M\_\_, L\_\_, XL\_\_ \_\_ @ \$15/t-shirt = \$\_\_\_\_\_

Total..... \$\_\_\_\_\_

Dinner preferences: Non-vegetarian \_\_\_\_\_; Vegetarian \_\_\_\_\_

**Accommodations** are your own responsibility. Please visit the CMW website for more information: <http://unicycling.com/muni/2008/>

Tell us where you are staying so that we can reach you in case an event location must be changed) :

- Housing:** ( ) Lake Jennings Campground (El Cajon, CA);  
( ) Mission Valley Hilton (San Diego, CA);  
( ) Rodeway Inn (El Cajon, CA);  
( ) Holiday Inn Express (La Mesa, CA)  
  
( ) Other \_\_\_\_\_

- Activities:** ( ) Friday afternoon Muni;  
( ) Friday night dinner at the Ornish home  
( ) Saturday morning MUNI  
( ) Saturday afternoon trials Competition  
( ) Saturday afternoon Coker race.  
( ) Saturday evening banquet/awards Ceremony  
( ) Sunday morning MUNI

**Please mail this completed form with signed and initialed waiver (notarized waiver if unaccompanied minor) along with a check made payable to Miles Ornish:**

Miles Ornish - CMW  
4705 Mayapan Drive  
La Mesa, CA 91941  
[mornish@gmail.com](mailto:mornish@gmail.com)  
(619) 442-7533

**AGREEMENT FOR WAIVER AND RELEASE, EXPRESS AND PRIMARY ASSUMPTION OF RISKS AND HOLD HARMLESS AND INDEMNITY AGREEMENT**

**(All paragraphs must be initialed and this waiver signed and returned with the registration forms before participant will be permitted to register and participate).**

**NAME:** \_\_\_\_\_

**PARENT'S NAME (if participant is under 18-years-old):** \_\_\_\_\_

2008 California MuniWeekend ("CMW") is organized by Miles Ornish, Martha Ornish, Steven Ornish (including the Ornish Family Trust), John Foss, John Quadros, Bill Fincher, The San Diego Unicycle Society, and other persons, agents, servants, employees, officers, directors, trustees, shareholders, volunteers, and entities. ("EVENT ORGANIZERS").

The above named Participant ("PARTICIPANT") being above 18-years-old, or the parent of the above named PARTICIPANT who is under the age 18-years-old, in consideration for entry and participation in CMW, I hereby agree as follows:

1. I acknowledge and understand that unicycling and wheeled or roller sports are hazardous and dangerous activities that require risk, strenuous exercise and various degrees of skill and experience for the different surfaces and venues. Certain risks can not be eliminated without destroying the unique character of the activities. I am aware of the risks, hazards and dangers of personal injury, death and disability inherent in unicycling, as well as those inherent risks, hazards and dangers of personal injury, death and disability in participating in any CMW unicycling or wheeled or roller sport activities even when reasonable precautions are taken. I understand that these activities can result in serious injury to the person and damage to property. \_\_\_\_\_

I am aware that the usual risk, hazards and dangers of personal injury, death and disability increase when riding on or over a half-pipe, ramps, curbs, pallets, poles, steps, incline, trails, boulders, or declines, or any other structure or device while unicycling. PARTICIPANTS will be walking, riding, and doing tricks over rugged terrain consisting of loose rocks and boulders, steep slopes and cliffs. PARTICIPANTS will also be walking, riding and doing tricks over man-made obstacles and structures, including, but not limited to, half-pipes, ramps, pallets, curbs, and pipes. PARTICIPANTS risk injury falling down slopes or off or onto rocks, as well as risk suffering abrasions, sprains, ankle and knee injuries, closed-head injuries, concussions, lacerations, eye and facial injuries, and fractures. PARTICIPANTS may become lost, suffer hypothermia or hyperthermia, sunstroke, heat exhaustion, and/or dehydration. PARTICIPANTS traveling or riding through a city environment, exploring urban areas, or taking motorized and/or mass transit, risk injury from motor vehicle accidents and encounters with the built environment such as buildings, machinery, railing, curbs, and other "trials course" structures. \_\_\_\_\_

The courses takes place outdoors, and exposure to natural elements may be uncontrollable and may be harmful. PARTICIPANTS may be exposed to extreme or inclement weather, including rain, lightning, cold, heat, and intense sunlight. PARTICIPANTS can be injured by natural hazards including rattle snakes, black widow spiders, animals, insects, toxic plants, falling rocks or trees, cacti, flooding, fire, and hail. PARTICIPANTS may be engaged in strenuous and/or prolonged physical exertion which may reveal previously unknown health problems or make known health problems worse. I will personally inspect the trials course, half-pipe, ramps, curbs, steps, incline, or declines, trails, or any other structure or device on which I or my child will be riding. \_\_\_\_\_

2. The courses may take place in a remote locations where there are no medical facilities, physicians, or health-care providers, and there may be no immediate means of communication or transportation. I grant EVENT ORGANIZERS permission to transport the injured party or to summon emergency medical assistance. I understand that first aid will not be provided by the EVENT ORGANIZERS, and grant permission for any samaritan to render first aid or medical care. I will be responsible for all costs associated with my care. \_\_\_\_\_
3. I understand that there is no adult supervision of any of the CMW activities. \_\_\_\_\_
4. I agree to wear a helmet at all times while unicycling. I agree to wear protective gear including a helmet and shin/knee protection while doing mountain unicycling and for the "trials" competition. Other protection including wrist protection, gloves, elbow protection, knee protection, eye protection, and ankle support are also strongly recommended at all times. \_\_\_\_\_
5. I voluntarily assume any and all risks of loss, damage or injury whether participating or viewing unicycling during CMW. \_\_\_\_\_
6. I also understand that these risks, hazards and dangers are further increased when other persons whether or not of the same level of experience or skill are using the same facilities or engaged in the same or similar activities. \_\_\_\_\_
7. **In consideration for viewing privileges, use of the facilities, and participation in all scheduled and non-scheduled CMW activities, I hereby agree to release and forever discharge the EVENT ORGANIZERS and all other persons or entities acting on their behalf, from any and all claims, actions, damages, liability, costs, medical or non-medical expenses, and attorney fees which are related to, arise out of, or are in any way connected to my participation in CMW and/or use of the half-pipe, ramps, curbs, steps, incline, or declines, or any other structure or device (either in the interior or the exterior), use of equipment or property supplied by the EVENT ORGANIZERS and all other persons or entities acting on their behalf during CMW, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence of the EVENT ORGANIZERS and all other persons or entities acting on their behalf. By this agreement, it is my intention to surrender and waive any rights to sue or exercise any legal right to seek damages from the EVENT ORGANIZERS, and all other persons or entities acting on their behalf.** \_\_\_\_\_

8. I acknowledge that my participation in, or the viewing of, activities at CMW is strictly voluntary in spite of the risks and dangers. \_\_\_\_\_
9. I give my consent and permission to the EVENT ORGANIZERS to obtain, on behalf of myself or minor child, any emergency medical treatment in case of sickness, accident or injury and to secure such medical attention at my expense. \_\_\_\_\_
10. I agree that this Agreement shall apply to my participating in any and all recreational activities during CMW, including but not limited to, unicycling, mountain biking, hiking, walking, skating, "BC wheels," other wheeled or roller sport activities, practice sessions, instructional sessions, competitions and activities directed by the EVENT ORGANIZERS and all other persons or entities acting on their behalf and covers all of the aforementioned activities regardless of whether the activities are conducted inside or outside. \_\_\_\_\_
11. I hereby certify that I am over 18 years of age, or am the parent or the legal guardian of the minor on whose behalf I am signing this waiver. I have carefully read the foregoing and acknowledge that I understand and agree to all of the above terms and conditions. I am aware that by signing this Agreement, I assume all risks and waive and release certain substantial rights that I may have or possess. \_\_\_\_\_
12. I acknowledge that I have been given the opportunity to seek independent legal advice from an attorney of my choosing before signing this document, but hereby waive that right as well. \_\_\_\_\_
13. I am fully capable of participating in CMW and assume full responsibility for myself, including my minor children, for bodily injury, death, property damage, emotional distress, loss of personal property and expenses thereof (including costs of rescue, evacuation, and field treatment) as a result of these inherent risks and dangers in participating in CMW. I attest that I am physically fit and have sufficiently trained for the events and recreational activities during CMW and am participating at my own risk. \_\_\_\_\_
14. **I hereby agree to HOLD HARMLESS and INDEMNIFY the EVENT ORGANIZERS and all other persons or entities acting on their behalf, from any and all costs, attorney fees, legal fees, medical costs, litigation costs, damage awards, and other costs arising out of any litigation of which I am a party and/or my child is a party with respect to CMW and/or any activities associated with CMW. I have carefully read this document and understand that I am waiving important legal rights, assuming the risk of financial loss, bodily harm or death, and that I am agreeing to protect and defend the indemnified parties at my own cost. I understand that this is a legally binding contract between myself and the EVENT ORGANIZERS. I represent that I have the right to contact in my own name, or if acting on behalf of a minor, have every right to contract for the minor for whom this document is being used. \_\_\_\_\_**

**In consideration of the acceptance of my entry to participate in the CMW, I, for myself and anyone entitled to act on my behalf, waive, release, and indemnify the EVENT ORGANIZERS and all other persons or entities acting on their behalf from all present**

**and future claims or liabilities of any kind, known or unknown, arising out of my participation in CMW even though that liability may arise out of ordinary negligence or fault on the part of the EVENT ORGANIZERS. I acknowledge that this document is to be deemed in its entirety as an Express and Primary Assumption of Risk pursuant to *Knight v. Jewett* (1992) 3 Cal.4th 296. \_\_\_\_\_**

15. This Agreement shall be effective and binding upon my heirs, agents, personal representatives and assigns. \_\_\_\_\_

16. I give permission for the EVENT ORGANIZERS to use of my name and/or picture/videos in any recording, broadcast, telecast, advertisement, newspaper, website, magazine article, or other account of this event. \_\_\_\_\_

**PARTICIPANT'S NAME:** \_\_\_\_\_

**PARENT'S NAME (if participant is a minor):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**PHONE (home & cell):** \_\_\_\_\_

**EMERGENCY CONTACT NUMBER:** \_\_\_\_\_

**PARTICIPANT'S SIGNATURE:** \_\_\_\_\_

**PARENT'S SIGNATURE (if participant is a minor):** \_\_\_\_\_

**DATE:** \_\_\_\_\_