

ING BAY TO BREAKERS I2K FLOAT REGISTRATION PACKET

NEW GUIDELINES FOR THE 99TH ANNUAL RACE – MAY 16, 2010

A section of the ING Bay to Breakers course has been designated as the ING Bay to Breakers Float Route. The course for floats will have two entry point options, Start Area 1 will be located at the Start Line between Howard and Folsom on Main, Start Area 2 will be located near the Civic Center on Polk between Hayes and Grove. The float course will then follow the race route to Conservatory West Drive, just past the Conservatory of Flowers in Golden Gate Park – where they must exit the course. The float course from Start Area 1 will be 4.5 miles in length; from Start Area 2 the course will be 2.55 miles in length. Unauthorized/unregistered floats will be removed from the course.

REGISTRATION:

\$250 per float; includes entry wristbands for 20 participants, i.e. riders on the float or walkers associated with float. Each additional participant with the float will be \$15. Registration fees help to offset the cost of porta-johns, street closures, safety and emergency services, recycling and funds to support local volunteer organizations that assist staff on race day.

DEADLINE: All float applications must be received no later than April 30, 2010.

FLOAT COURSE:



START LINE OPTIONS:

START AREA 1: DOWNTOWN/FOOTRACE START LINE

Start Area 1 for floats will be located on the south side of the racecourse on Main Street between Howard and Folsom. Floats will enter this area at Main and Folsom after 6:30 AM, staging of floats is on a first-come basis. Only participants with float wristbands will be allowed in this area. Floats will be released AFTER all runners and walkers have cleared the Main Street intersection.

START AREA 2: CIVIC CENTER

Start Area 2 for floats is on the north side of the racecourse on Polk Street, between Hayes and Grove. Entrance to the Float Start Area 2 is on Grove Street at Polk. Staging of floats is on a first-come basis, and begins at 7:00 AM (Plan ahead; it is impossible to cross from the south side to the north side of the course after 7:00 AM). All floats must be staged in this float entry corral by 8:00 AM race morning. Only participants with float wristbands will be allowed in this area. Floats in this start corral will enter the course at approximately 10:00 AM, AFTER runners, walkers and floats from the Footrace Start Line have passed the Hayes/Polk intersection.

FLOAT FINISH AREA (Conservatory West Drive, Golden Gate Park)



Participants with floats must exit the course at Conservatory West Drive in Golden Gate Park. Removal/disposal of floats and related materials is the responsibility of the participating group. A holding area will be available on Conservatory West following the event. Floats must be picked up and removed no later than 6pm. Participants who want to continue on the course after parking their float can follow the race route along JFK Drive to Chain of Lakes where they enter the Footstock Post Race Street Festival. A disposal fee will be charged to the credit card on file for any abandoned floats or related waste.

SPECIFICATIONS AND RESPONSIBILITIES

- Floats must be no longer than 12 feet.
- Floats cannot be taller or wider than 8 feet.
- Floats cannot be motorized.
- Floats cannot be used to store or transport alcohol.
- Floats cannot have Mylar balloons or other potential hazardous objects that conduct electrical currents (due to Muni overhead lines).
- Shopping Carts are not allowed on course.

All floats will be inspected to ensure the above stated specifications are adhered to.

Each Float must have a designated Float Captain and float monitors at each corner of the float during the event. The Float Captain will be responsible for ensuring members of the float have entry wristbands and that each of the float monitors are doing crowd control and safety checks with their float during the event.

All individual float producers are responsible for the safety of the occupants that ride on their float during the event. You must ensure protective railings be present to avoid people easily falling off. Every person associated with your float must sign a release of liability to ING Bay to Breakers.

SPONSORSHIP

Your float group cannot be sponsored by or display logos or trademarks, or distribute products, advertising, or promotional materials from third party businesses or organizations without the express written permission of ING Bay to Breakers. Such permission, if granted, may be limited by existing third party sponsorship agreements, and may include additional fees and conditions. Please contact us at info@ingbaytobreakers.com

ABANDONED MATERIALS

A disposal fee will be charged to the credit card on file for any abandoned floats or related waste.



**Float Registration
Race Day – May 16, 2010**

Instructions: Complete this entire form and collect the required waivers from all float contingent participants. Mail the entire package (application and signed waivers) to:

**ING Bay to Breakers
Attn: Float Registration
600 Townsend Street Suite 410
San Francisco, CA 94103**

DEADLINE: All float applications must be received no later than April 30, 2010.

NAME OF FLOAT: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

E-MAIL: _____

PHONE NUMBERS:

Daytime: () – _____

Evening: () – _____

DRIVERS LICENSE #: _____

DESCRIPTION OF FLOAT: _____

START LOCATION

Please indicate the start location where you will stage your float:



Float Start Area 1 (Downtown, Footrace Start Line) _____

Float Start Area 2 (Civic Center) _____



VOLUNTARY WAIVER AND RELEASE AGREEMENT

This Voluntary Waiver and Release Agreement ("Agreement") is hereby executed by the undersigned, who is at least 18 years of age or older at the time of execution of this Agreement, (together with any heir, successor, representative or assign, collectively as "Participant") in favor and for the sole and exclusive benefit of the Organizers (as defined herein). In connection with Participant's involvement in and/or participation with a float with respect to the 2010 Bay to Breakers 12K Race on May 16, 2010 or any other event which may take place in connection with Anschutz 12K Company by Participant ("Race Event"), Participant hereby certifies, warrants, represents, agrees and covenants to Anschutz 12K Company, Anschutz Entertainment Group, Inc., Anschutz Print Media Company, US Track and Field, the City and County of San Francisco, and any of the respective Race Event sponsors, promoters and contractors (individually and collectively, together with their respective affiliates, subsidiaries, directors, officers, employees, partners, shareholders, members, sponsors, contractors, agents, successors and assigns, the "Organizers") that he/she is:

- (1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH ANY RACE EVENTS, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH RACE EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH RACE EVENT(S);
- (2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN ANY RACE EVENT;
- (3) **[IF THE UNDERSIGNED IS OPERATING A VEHICLE TO BE USED AS A FLOAT DURING THE RACE EVENT]** CURRENTLY HOLDS AND WILL CONTINUE TO HOLD A VALID, UNRESTRICTED GOVERNMENT-ISSUED DRIVER'S LICENSE WHILE IN CONTROL OF SUCH VEHICLE AND SHALL MAINTAIN SUFFICIENT PERSONAL AUTO INSURANCE TO COVER INJURIES AND DAMAGES CAUSED BY PARTICIPANT'S USE OF SUCH VEHICLE;
- (4) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

Participant agrees to refrain from engaging or participating in any ambush marketing campaigns including, without limitation, the use of any signage or promotional displays designed to create a false association with the Bay to Breakers 12K Race on behalf of any competitor of an official 2010 Bay to Breakers 12K Race sponsor or otherwise take any measures intended to attack, embarrass or disparage the 2010 Bay to Breakers 12K Race or any Race Event Sponsor. Participant acknowledges and agrees that Organizers shall have the right in their sole discretion to remove any Participant from the Race Event.

ASSUMPTION OF RISK. PARTICIPANT AGREES THAT HE/SHE DERIVES A MATERIAL BENEFIT FROM THE RACE EVENT(S) AND/OR PARTICIPANT'S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT AGREES AND ACKNOWLEDGES THAT PARTICIPATION IN RACE EVENT COULD BE POTENTIALLY HAZARDOUS, AND PARTICIPANT HEREBY ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATING IN SUCH RACE EVENT. FURTHERMORE, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN RACE EVENT AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPANT HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS THE



ORGANIZERS FROM AND AGAINST ANY AND ALL CLAIMS (WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT, INCLUDING STRICT LIABILITY, OR OTHER LEGAL THEORY), DAMAGES, LIABILITIES, COSTS AND EXPENSES, WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, DEATH, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND OR NATURE, ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT IN ANY RACE EVENT AND ACTIVITIES ASSOCIATED THEREWITH.

RELEASE. Each Participant understands that by signing this Agreement, each Participant covenants and agrees that such Participant, as well as such Participant's heirs, executors, administrators, successors and assigns, will never institute any suit or action at law, or otherwise, against any of the Organizers, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to Participant's person or property, or both, which may result from the Participant's participation in any Race Event or any other events associated therewith. Each Participant agrees to defend and hold the Organizers harmless from any loss or damages, including attorneys' fees and costs, sustained by Organizers, or any one or more of them, as a result of any Participant's rescission of this Agreement or breach of its covenants or agreements contained in this paragraph.

Participant agrees that during the Race Event(s), the Organizers are authorized to secure appropriate medical attention for Participant in the Race Event of an accident, illness or injury. Participant shall be responsible for any and all costs of medical coverage and treatment provided not covered by insurance.

Participant further agrees that the Organizers shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in any Race Event and to use Participant's name, likeness, voice and biographical information in connection therewith. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

GOVERNING LAW. The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of California, without regard to that State's rules with respect to choice of law.

Knowing and voluntary execution. Participant has carefully read this agreement and fully understand its contents and is aware that this is a contract between Participant and the Organizers and a release of liability. Participant hereby certifies that all information provided below is true, accurate and complete in all respects.

Signature: _____
Print Name: _____
Address: _____
Phone: _____

Date: _____, 2010
Participant's Date of Birth: _____