



## **RELEASE OF CLAIMS AND WAIVER OF RIGHTS: PLEASE READ CAREFULLY BEFORE PROCEEDING!**

I wish to engage in certain events and/or fundraising activities of the American Cancer Society during the current calendar year, including but not limited to Relay for Life® and/or Making Strides Against Breast Cancer® (the "Activities"). I acknowledge that I derive personal satisfaction and benefit from my engagement with ACS and my participation in the Activities discussed above. In consideration of my participation in the Activities, I hereby freely, voluntarily, and without influence from anyone or duress of any kind, for myself, my executors, administrators, heirs, next of kin, successors, and assigns, consent and agree to each of the following, in favor of the American Cancer Society, Inc., its affiliated divisions and entities, event site or facility owners and operators, subcontractors, organizers, and sponsors, including in each case, without limitation, their directors, officers, employees, volunteers, agents, successors and/or assigns (collectively "ACS"):

**ASSUMPTION OF THE RISK.** I understand that the Activities include actions that may be hazardous to me, including camping, picnicking, walking, jogging, running, bicycling, swimming, water plunging, golfing, exercising, climbing, other recreational or team sports, and/or other physical activity reasonably anticipated to be performed in connection with the Activities. I willingly engage in these Activities and I knowingly assume the risk of injury, harm and loss associated with the Activities, including any injury, harm and loss caused by the negligence, fault or misconduct of any kind on the part of ACS.

**COVID-19 NOTICE.** I understand that COVID-19 is extremely contagious and is spread mainly from person-to-person contact. I further understand that while social distancing, face masks, and/or other preventative measures can reduce the spread of COVID-19, ACS cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

**COVID-19 SAFETY CERTIFICATION.** By participating in the Activities, I agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath), and certify that I do not fall into any of the following categories: 1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others; 2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or 3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

**COVID-19 ASSUMPTION OF RISK.** I acknowledge and understand that participation in the Activities includes possible exposure to and illness from infectious diseases, including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the ACS.

**RELEASE AND WAIVER.** I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST ACS (AS DEFINED ABOVE), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, FAULT OR MISCONDUCT OF ANY KIND ON THE PART OF ACS FOR DAMAGES OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO DEATH, BODILY OR PERSONAL INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HERINAFTER ACCRUE ON THEIR BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY ATTENDANCE AT, PERFORMANCE OF, AND/OR PARTICIPATION IN THE ACTIVITIES.

**EFFECTIVE DURATION.** I UNDERSTAND AND AGREE THAT THIS RELEASE AND WAIVER WILL APPLY TO AND GOVERN MY PARTICIPATION IN ANY AND ALL ACS ACTIVITIES AND/OR EVENTS DURING THE CURRENT CALENDAR YEAR. I FULLY INTEND AND AGREE FOR THIS RELEASE AND WAIVER TO BE EFFECTIVE FOR THE DURATION OF THE CURRENT CALENDAR YEAR.

**MEDICAL TREATMENT.** I hereby grant permission to ACS to render preventative or first-aid assistance or seek any treatment or medical care that seems reasonably necessary, including hospitalization, for my health and well-being. I do hereby release and forever discharge ACS from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered to me in connection with the Activities with ACS. I agree that ACS may give out any and all information, including my personal

health information, to any physicians, hospitals, ambulance companies, or any other health care provider in the event of an emergency and/or hospitalization, as reasonably necessary for purposes related to my treatment or care.

**IMAGE RELEASE.** I understand that I may be photographed or recorded at the ACS events or Activities. I hereby grant and convey to ACS all right, title, and interest in any and all photographic images and video or audio recordings of me made during or in connection with the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I hereby release, discharge and agree to hold harmless ACS, its legal representatives or assigns, and all persons acting under its permission or upon its authority or for whom it is acting, from any liability by virtue of any publication of my likeness, including, without limitation, claims for libel or invasion of privacy.

**WEB PAGE CONTENT.** I understand that ACS may use the information that I provide during this registration to create an individualized web page for me to use for fundraising purposes related to signature events such as Relay For Life® and Making Strides Against Breast Cancer® ("Participant Pages"). All donations received through the Participant Page are contributions for which no goods and services have been provided. Therefore, I acknowledge that my Participant Pages shall not contain any language which suggests that merchandise will be provided in exchange for any contribution. I understand that I am prohibited from offering merchandise sales, prizes, raffles, giveaways, lotteries, contests, tournaments, lucky draws, or any games of chance on my Participant Pages either as an outright token action or as an inducement to solicit donations. As a participant, I understand that I may only disseminate information that is for the benefit of ACS Relay For Life® and ACS Making Strides Against Breast Cancer® and that I am expressly prohibited from advertising for any for-profit business. My Participant Pages are expected to represent ACS in a professional manner and may not include information that is inconsistent with ACS's mission and values. Examples of prohibited subjects include, but not are limited to, the sale or promotion of any goods or services, an endorsement or perceived endorsement of any goods or services, support or opposition of a political party or a political candidate, materials affiliated with tobacco or tobacco-related products and any other products inconsistent with ACS's mission, content of any nature which may result in fraud or misrepresentation to the public, pornographic or otherwise offensive sexual materials, racially or ethnically prejudicial materials, overtly religious materials or any other information that may be offensive to the general public. ACS reserves the right to edit or remove any Participant Page that ACS deems in violation of these policies and standards.

**ATTENDANCE OR PARTICIPATION BY MINOR CHILDREN.** I agree that any and all representations made and releases, waivers, covenants, consents and permissions that I have given above are given on behalf of me and any and all of my minor children or persons over whom I have guardianship who participate in or attend the Activities ("Minor"). In consideration of the Minor's participation in or attendance at the Activities, I, in my capacity as Minor's parent or guardian, hereby (a) give permission for the Minor to participate voluntarily in the Activities, and (b) understand that this Release and Waiver forever releases, waives and discharges any and all liability, claims, and demands of whatever kind or nature against ACS, either in law or in equity, to the fullest extent permissible by law, including but not limited to the negligence, fault or misconduct of any kind on the part of ACS for damages or causes of action, including but not limited to death, bodily or personal injury, illness, economic loss or out of pocket expenses, or loss or damage to property, which Minor, his/her heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on their behalf, which arise or may hereafter arise from Minor's attendance at, performance of, and/or participation in the Activities. In my capacity as Minor's parent or guardian, I also give consent to ACS to collect information about the Minor that is needed to register him or her. I understand that ACS will not collect more information about the Minor than is reasonably necessary to participate in the Activities. I also understand that in consenting to a Minor's registration, I am enabling the Minor to participate in all communication aspects of the event Web site, including posting content on the Minor's Participant Page that may be accessible to the public.

**COLLECTION OF INFORMATION.** I understand that personal information that I am providing will be used by ACS as outlined in its privacy statement (located on [www.cancer.org](http://www.cancer.org)). Additionally, I understand that if I am joining a team to participate in the event, my personal information (such as name, contact information and donation amount) will be accessible to the corporate team sponsor and/or team captain, even if I choose not to disclose this information publicly on the team site.

By checking the box below, and completing this registration, I am consenting and agreeing to the waiver and release of certain legal rights as set forth in this Release of Claims and Waiver of Rights agreement.