



# waiver 2022

Please carefully review the following Release and Waiver. You must voluntarily agree to the terms and conditions below in order to participate in this event.

1. I (referred to hereinafter as the "Participant") understand the inherent risks in participating or volunteering in the Coldest Night of the Year and assume all risks for personal safety, whether participating at an in-person or unsupervised event.

2. I agree to obey all laws, by-laws, and community guidelines regarding gatherings, and if applicable, laws regarding public safety, food safety, social gathering limits, infectious diseases, traffic signs, and lights.

a. COVID-19 AND COMMUNICABLE DISEASE NOTICE. Releasor acknowledges that the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof (collectively, "COVID-19")) is extremely contagious and that an inherent risk of exposure to COVID-19 and other communicable diseases exists in any place where people are or have been present, including the Event, and that no level of precautions taken by Releasees or public health officials can eliminate the risk of exposure. By participating in the Event, Releasor represents that Releasor and his/her child or ward has complied and is complying with all relevant protocols communicated by Organizers (defined below), subject to change at any time based on orders, guidance, and recommendations from public health officials. Releasor agrees that he/she and his/her child or ward is/are voluntarily assuming all risks related to exposure to COVID-19 and other communicable diseases, viruses, bacteria, or illnesses and specifically releases and discharges Releasees from any and all claims, liabilities, actions, demands, expenses and attorneys' fees relating to any such injury, disease, virus, bacteria, or illness in connection with the Event.

3. I will cooperate fully with the Event Organizers as defined below, including modifying, changing, or stopping my participation if requested to do so. I will exhibit appropriate behavior at all times and conduct myself in a manner as not to endanger the safety of or negatively affect Event or any person/property.

4. I confirm that I am in proper physical and emotional condition to participate in this Event.. I understand my activities may involve physical activity, contact with other persons/animals or other potential risk of bodily injury or property damage. I voluntarily assume full and complete responsibility for and the risk of any injury, including death, accident or lost/stolen property. I am medically/physically able to participate and take full responsibility for consulting a physician. I consent to emergency medical care/transportation if injured, as medical professionals deem appropriate. This Release extends to any liability arising out of or in any way connected to medical care/transportation provided, including negligent emergency rescue operations.

5. In consideration of the acceptance my participation in the Event, I, for myself, my heirs, executors, administrators, successors, and assigns, waive and release any and all claims, liabilities, actions, demands, expenses and attorneys' fees to which I may become entitled for injury or damage or other liability regardless of cause and release Blue Sea Philanthropy USA, Blue Sea Philanthropy Inc, Blue Sea Foundation, the local host charity, or organizing committee members (referred to collectively hereinafter as the "Organizers") and all other organizers, sponsors, representatives, their agents and employees, and any other person or organization assisting in this Event from any claims for damages or injury suffered by me as a result of my participation in or travelling to or from this Event.

6. I give the Organizers the irrevocable, perpetual and worldwide right to use, copy, publicly perform/display, distribute, broadcast, modify, translate, and

create derivative works of, for any purpose and without compensation, any personal statements, photos, videos, audio, and other recordings of me made during my activities for the Event and any original material I create in connection with my activities on account of this Event.

7. Release will be construed under the laws of the state where Event is held. If any provision of this Release is deemed unenforceable by law, Affiliate may modify such provision to the extent needed to be deemed enforceable and all other provisions will remain in full force and effect.

8. This Release may be accepted by manual signature and/or digital signature and/or transmission. The effectiveness of any such acceptance shall have the same force and effect as manually-signed originals and shall be binding on all parties to this Release.

9. I certify I am at least 18 years old. I understand I have given up substantial rights by accepting this Release and have signed it freely and voluntarily without any inducement, assurance or guarantee. I intend my acceptance to be a complete and unconditional release of liability to the greatest extent allowed by law.

10. For Participants under the age of 18 years: In consideration of the Organizers accepting the participation of the below-named Participant in the Event, I, a parent/guardian of the Participant, agree to indemnify and save harmless the Organizers, their directors, officers, members, servants, agents, and employees from and against any and all claims, liabilities, actions, demands, expenses and attorneys' fees which might be made against any of them, arising out of or in consequence of the attendance or participation of by the Participant in the Event.

11. If Event is held in CA, the following applies: This Release extends to claims and facts unknown and unsuspected to exist at the time of executing this Release. All rights under Section 1542 of the California Civil Code are hereby expressly waived with respect to any of the claims, injuries, or damages described in this Release. Section 1542 of the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

## CONTACT (PRINT CLEARLY)

name  walker  volunteer  other:

address

city state zip code

email

phone event location

I accept the terms of my participation in the event: parent/guardian information (if 17 and under):

date parent/guardian name

X signature X parent/guardian signature