

Event: \_\_\_\_\_ Date: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Parent/Legal Guardian Name: \_\_\_\_\_

Note: If participant is a minor child, this Release must be signed by the parent or legal guardian of such participant

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Are you the team captain? YES NO Team Name: \_\_\_\_\_

I Participate Because I am a: CANCER SURVIVOR CAREGIVER FRIEND OF A SURVIVOR RELATIVE OF A SURVIVOR OTHER

As a participant in an American Cancer Society Event I, for myself, my executor, administrators, heirs, devisees and assigns do hereby discharge the American Cancer Society, the event site, their management, their officers, board members, employees, members, sponsors, volunteers, organizers or their representatives, or their successors and all cooperating businesses and organizations from all claims of damages, demands, actions and causes whatsoever in any matter arising from or growing out of my participation or that of my child in the event.

The American Cancer Society provides event participants web pages as a service. All donations received through the event participant pages are contributions for which no goods and services have been provided. Therefore, event participant pages shall not contain any language which suggests that merchandise will be provided in exchange for their contribution. Event participants are expressly prohibited from offering merchandise sales, prizes, raffles, giveaways, lotteries, contests, tournaments, lucky draws, or any games of chance on their event participant pages either as an outright token action or as an inducement to solicit donations.

As an event participant, you are limited to disseminating information that is for the benefit of the American Cancer Society. The event participant pages are expected to represent the American Cancer Society in a professional manner in accordance with the Society's Web Policy. Furthermore, event participants are expressly prohibited from including information on their event Web pages that are inconsistent with the American Cancer Society's mission and values. Event web pages shall not advertise for-profit business. 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 the Society 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.

Event participant agrees to indemnify the American Cancer Society for all fines, fees and expenses incurred as a result of the breach of any contractual obligations of the event participant.

I give my full permission for the American Cancer Society to use my likeness in a photograph, video in any publication including web-based publications, without payment or consideration.

I also give my full permission for first aid as deemed necessary to be provided to me or my child on the premises or prior to transport to a hospital for further treatment.

If I am under the age of 18, my parents have consented to my participation at the American Cancer Society's event. When I am on the premises of the American Cancer Society or at an American Cancer Society sponsored event, my parents have given their consent for me to participate in the event and have agreed to all of the event Participant Donation and Solicitation Agreement Terms and Conditions on my behalf. I also agree to complete and return to my ACS staff partner the Youth Participant Waiver Form signed by myself and my parents.

**COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS COVID-19 SAFETY INFORMATION:**

While participating in events held or sponsored by the American Cancer Society, Inc., ("ACS"), consistent with CDC guidelines, participants are encouraged to practice hand hygiene, "social distancing" and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, ACS has put in place preventative measures to reduce the spread of COVID-19. However, ACS cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in ACS events and/or other face to face fundraising activities. By attending an ACS event, you certify that you 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.

**DUTY TO SELF-MONITOR:**

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact ACS at coronavirus@cancer.org if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with ACS.

**LIABILITY WAIVER AND RELEASE OF CLAIMS:** I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with ACS, and I willingly engage in ACS events and/or other fundraising activities (the "Activity").

**RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE AMERICAN CANCER SOCIETY AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY 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 HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.**

**ASSUMPTION OF THE RISK.** I acknowledge and understand the following:

1. Participation 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;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

**MEDICAL ACKNOWLEDGMENT AND RELEASE.**

I acknowledge the health risks associated with the activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I to experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any American Cancer Society fundraising event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the activity, and You agree that: (a) the American Cancer Society, Inc. (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Content Disclaimer

The American Cancer Society does not exercise any editorial control over the information you may find on Relay participant Web pages. Opinions expressed on Relay participant Web pages do not necessarily represent the official views of the American Cancer Society.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

