

LA Cancer Challenge Volunteer Waiver

Must be signed by all volunteers if you are under 18, parent must sign paper waiver and bring it with you to the event.

Volunteer Agreement:

You, a participant in the LA Cancer Challenge (“Event”) , individually and on behalf of your heirs and assignees, do hereby release, waive and discharge The Hirshberg Foundation for Pancreatic Cancer Research, JR286, MTZ Productions, UCLA, the Regents of the University of California and any of these previously mentioned entities’ officers, employees and agents (“Event Hosts”) from liability and any and all claims, resulting in personal injury, accidents (including death), illnesses or property loss arising from, but not limited to, participation in the Event.

In exchange for the opportunity to participate in the Event, I irrevocably authorize the Event Hosts to photograph me and to use any such photograph, as well as my name, in any of its promotional materials, worldwide in perpetuity in all forms of media now and forever known, without any compensation to me.

I am voluntarily participating in the Event with knowledge of the dangers involved and I agree to accept any and all risks of injury or death. You are signing this waiver stating that you are fit to ride in the Event, that you accept the risk of strenuous exercise and the risks associated with riding in the Event, and that we may give you medical attention in case of an emergency.

COVID SPECIFIC WAIVER AND RELEASE:

While participating the Event, “social distancing” should be practiced and face coverings worn to reduce the risks of exposure to COVID-19. Because COVID-19 and the evolving disease strains are contagious and spread mainly from person-to-person contact, the Event Hosts have put in place preventive measures to reduce the spread of COVID-19. However, Event Hosts cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing risks of spreading COVID-19, individuals who fall within any of the categories below should not engage in the Event. By attending the 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 as set forth on the CDC website (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>)
2. 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.

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

1. Participation in the Event 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 COVID-19, even if arising from the negligence or fault of the Released Parties (defined below).

FULL RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE EVENT HOSTS 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, WHETHER COVID-19 RELATED OR OTHERWISE, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION IN THE EVENT

I have carefully read this Waiver and Release and fully understand its contents. If I am under 18 years of age at the time of registration, my parent or legal guardian has completely reviewed this Waiver and Release, understands and consents to its terms, and authorizes my participation by his/her signature below. I am aware that this is a RELEASE OF LIABILITY and a contract between me and the Event Hosts. I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives.

I understand there are no refunds, transfers or deferrals for the Event.

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY BEFORE ACCEPTING. I ACCEPT OF MY OWN FREE WILL.

Full Name (printed)

Contact Phone Number

Date

Name of Parent/Guardian, if under 18

Signature

Date