



RELEASE AND WAIVER OF LIABILITY (MSABC/Individual)

The undersigned _____ (“Participant”), in exchange for being permitted to participate in the American Cancer Society’s Making Strides Against Breast Cancer, hereby, on behalf of Participant and Participant’s heirs, executors and administrators, releases, waives discharges and covenants not to sue the American Cancer Society, Inc. (“ACS”), the owner of the site at which the event is taking place (the “Site Owner”), or any of their respective affiliates, directors, employees, agents, contractors, volunteers, or other event personnel whether volunteers or paid staff (collectively, the “Releasees”) from any and all liability, claims, demands, damages, causes of action, losses, or expenses (including attorneys’ fees and expenses) to Participant, on account of physical, mental, or emotional injury, or death of the person of Participant or to the property of Participant, whether such injury or death be caused by the negligence, gross negligence of the Releasees or otherwise, suffered either during the event or while traveling to or from the event. Participant also consents to the use by ACS of Participant’s name and any photographic image taken of Participant at or in connection with the event, and to the provision of such first aid as is deemed necessary to be provided to Participant at the event prior to being transported to a hospital for further treatment.

Notwithstanding any other provision of this Release and Waiver of Liability (this “Release”), Participant releases ACS and the Site Owner, but no other Releasee, from any liability whatsoever arising from any injury, damage, or death to Participant where said injury, damage, or death is the result of, or arises from any intentional or criminal conduct upon the part of an ACS or Site Owner employee, agent or volunteer. Participant hereby assumes full responsibility for and risk of bodily injury to or death of Participant due to the negligence or gross negligence of Releasees and also releases ACS and the Site Owner, but no other Releasee, from any and all liability for the intentional or criminal acts of its volunteers, agents, and/or employees while Participant participates in or travels to and from the event.

Participant further expressly agrees that this Release is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant has read and voluntarily signs this Release, and further agrees that no oral representations, statement or inducement apart from the foregoing have been made, and that this Release may only be modified by a written document signed by Participant and a duly authorized representative of ACS and of the Site Owner.

Signature: _____

Date: _____

Emergency contact: _____

Phone: _____

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

Name of parent/legal guardian, if applicable: _____)