

WAIVER & RELEASE AGREEMENT

Assumption of Risk and Complete Release of Liability

I, intending to be legally bound, understand and agree that I am voluntarily participating in a race, relay, endurance event, training program, sailing, boating, or other on-water activity, or other event(s) and all related activities (the "Event") with The Leukemia & Lymphoma Society ("LLS") at my own risk.

Assumption of Risk: I acknowledge that I am aware of the risks, both known and unknown, inherent in participating in the Event, including but not limited to: trips or falls; contact or collisions with other participants, volunteers, spectators, employees or others; uneven surfaces; the effects of and exposure to weather and environmental conditions; theft of personal property; other training or Event course conditions; and travel to or from the Event; and that I HEREBY ASSUME SUCH RISKS and accept full responsibility for these activities, and for any injury, damage, death, or other loss suffered by me resulting from the Event and/or resulting from my own negligence or misconduct. I certify that I am physically fit, have not been otherwise informed by any physician, and know of no restrictions imposed on me that would prevent me in any way from actively participating in the Event.

Release and Indemnity Agreement: In consideration of being permitted to participate in this Event, I, on behalf of myself, my successors in interest, heirs, assigns, and representatives, hereby waive all rights of subrogation and fully release, waive, discharge, indemnify, and hold harmless LLS and its subsidiary and affiliated organizations, its officers, directors, agents, employees and representatives, successors and assigns, sponsors, and Event hosts/organizers (be they individuals or organizations, singly and collectively), together with their insurers ("Releasees"), from any and all claims, liabilities, demands, suits or causes of action, which are in any way connected with my participation in the Event, including for any injury, damage, death, or other loss. THIS RELEASE OF LIABILITY IS EFFECTIVE AND VALID REGARDLESS OF WHETHER THE INJURY, DEATH, DAMAGE, OR OTHER LOSS IS A RESULT OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF RELEASEES.

Medical Authorization: I hereby grant permission to the Releasees to render preventative or first-aid assistance or seek medical care that they deem reasonably necessary for my health and well-being, including transportation to a hospital or other medical facility. I agree to assume all risks and pay all costs associated with that assistance, care, and transportation.

Code of Conduct: I agree to comply with all rules, regulations, and safety procedures during my participation in the Event and realize that my failure to do so may result in further injury and damage to myself or others for which I will be liable.

Publicity Release: In connection with my participation in the Event, I give permission for Releasees to use my name, photograph, likeness, and voice in any manner and in all media now or hereafter known, in perpetuity throughout the world, without compensation of any kind.

This Waiver & Release Agreement will be governed by and subject to the laws of the State of New York without regard to any conflict of law rules. Jurisdiction and venue in any matter arising out of this Waiver & Release Agreement shall be proper in the federal and state courts located in Westchester County, New York.

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER & RELEASE AGREEMENT AND UNDERSTAND THAT I AM ASSUMING ALL THE RISKS AND THAT I AM RELEASING ANY AND ALL CLAIMS THAT I MAY HAVE AS A RESULT OF MY PARTICIPATION IN THE EVENT.

Electronic Signature Consent: I further agree that my electronic signature or acknowledgment constitutes my acceptance of this Waiver & Release Agreement and will have the same legal effect as an original signature.

Signature of Participant: _____ Date: _____

Name of Participant (please print): _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18

This is to certify that I, as parent or legal guardian with legal responsibility for this participant, on behalf of myself, the participant, and other family members, understand and agree to the terms of this Waiver & Release Agreement and agree to be bound by them, hereby assuming all risks and releasing the Releasees from any and all claims and liabilities that may result from this minor child's participation in the Event.

Signature of Parent/Guardian: _____ Date: _____

Name of Parent/Guardian (please print): _____

Name of Minor Participant (please print): _____