

**AMERICAN LUNG ASSOCIATION OF THE MIDLAND STATES, INC.**

**PARTICIPANT/VOLUNTEER ASSUMPTION OF RISK, WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

Activity: **Fight For Air Climb Columbus** ("the activity") Location: **Rhodes Tower, 30 East Broad St, Columbus, OH**

Date(s) and Time(s): **February 18, 2017 4:00am-4:00pm**

I would like to participate in and/or volunteer at the Activity and assist the American Lung Association of the Midland States Inc. (the "ALAMS") in its mission to improve lung health and prevent lung disease.

1. I acknowledge and agree that: my signing this Agreement is a condition to and in consideration of my participation in the Activity; this Agreement is legally binding on me and my heirs, executors, administrators, successors and assigns (collectively the "Releasing Parties"); and this Agreement is for the benefit of the American Lung Association, Inc., the American Lung Association of the Midland States, Inc. and their respective officers, directors, employees, sponsors, agents and representatives (collectively the "Released Parties").
2. I represent to the Released Parties that:
  - a. I have voluntarily chosen to participate in and/or volunteer at the Activity;
  - b. I am in good health and physical condition and able to participate in and/or volunteer at the Activity;
  - c. I will obey all laws, regulations and rules at all times during the Activity; and
  - d. I understand that participation in the Activity may be hazardous and involve risks which may cause property damage, physical injury, illness, or death, including but not limited to: physical exertion; equipment failure or malfunction; venue conditions; falling; collision with or being impacted by other participants, volunteers or spectators; or the negligence of the other participants or the Released Parties.
3. I voluntarily assume all risks associated with my participation in the Activity, including the risk of property damage, personal injury, illness, or death.
4. I hereby release and waive for myself and my heirs, executors, administrators, successors and assigns any and all claims (the "Released Claims") which I now have or may in the future have against any and all of the Released Parties arising from or relating to the Activity, including but not limited to the negligence of the Released Parties.
5. I agree that if despite this Agreement, any of the Releasing Parties makes a claim against any of the Released Parties with respect to any Released Claim, I will indemnify and hold harmless each of the Released Parties from any and all costs, expenses and fees, including attorneys' fees, incurred by the Released Parties.
6. I agree that the ALAMS may take photographs or video recordings of me during the Activity (the "Photos and Videos") and that the ALAMS may use such Photos and Videos in perpetuity for purposes of marketing, promotion and publicity in newsletters, newspapers, magazines, brochures, press releases, grant proposals, websites, electronic publications and other written or electronic materials or media without notice or compensation to me. I hereby release and waive for myself and the other Releasing Parties any and all claims which I now have or may in the future have against any and all of the Released Parties arising from or relating to the use of the Photos and Videos.
7. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
8. I agree that this Agreement shall be governed by the laws of the State where the Activity takes place, and that the exclusive venue for any arbitration or litigation arising from or relating to the Activity or this Agreement shall be in the State where the Activity takes place.
9. If any provision of this Agreement is held to be invalid or overbroad, I agree that the provision shall be severable and such invalidity shall not affect the other provisions of this Agreement and that this Agreement shall be enforceable to the greatest extent possible.
10. This Agreement is the complete agreement of the Releasing Parties and the Released Parties and supersedes any other written or oral agreement with respect to the subject matter of this Agreement. This Agreement may not be modified orally.
11. I have read and understood this Agreement.

\_\_\_\_\_  
 Print Name of Participant/Volunteer                      Date                      Signature of Participant/Volunteer (if 18 or older) Date

**AGREEMENT OF PARENT OR LEGAL GUARDIAN**

If the Participant or volunteer is under the age of eighteen (18) years, the undersigned acknowledges and represents to the Released Parties that the undersigned is the parent or legal guardian of the Participant/Volunteer and has the authority to act on behalf of the Participant/Volunteer. The undersigned acknowledges and agrees that the undersigned has read and understood this Agreement and that this Agreement is legally binding on the Participant/Volunteer and the undersigned.

\_\_\_\_\_  
 Print Name of Parent or Guardian                      Date                      Signature of Parent or Guardian                      Date

Yes! I am turning in money today.

No. I am not turning in money today.

ALAMS USE ONLY