

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

This is an agreement that states; I would like to participate in the American Lung Association, Inc. ("ALA") Fight For Air Climb – Pittsburgh (activity) and other events or activities related to the Event (e.g., a pre-Event party) (collectively, the "Event") occurring on March 19, 2022 at PNC Park. PNC Park and assist the ALA in its mission to improve lung health and prevent lung disease.

Assumption of Risk, Waiver of Claims & Release of Liability and Indemnification

1. I acknowledge and agree that: my signing this Agreement is a condition to and in consideration of my participation in the Event; this Agreement is legally binding on me and my heirs, executors, administrators and estate (collectively, the "Releasing Parties"); and this Agreement is for the benefit of the ALA and its officers, directors, employees, sponsors, agents and representatives (collectively, the "Released Parties").
2. I represent to the Released Parties that:
 - a. I understand that the Event is a tobacco free event and that I will not possess or use tobacco of any kind during the Event;
 - b. I have voluntarily chosen to participate in the Event;
 - c. I am in good health and physical condition and am able to participate in the Event;
 - d. The equipment I will use is in good condition and is appropriate for the Event;
 - e. I will obey all laws, regulations and rules at all times during the Event;
 - f. I will satisfy all safety requirements for the Event as indicated by the ALA.
 - g. If I am under the age of 18, I will be accompanied at all times by an adult guardian, and responsible for me during the Event.
3. I understand that I may need to complete and submit a COVID-19 questionnaire prior to the Event and that my participation is contingent upon my not having any COVID-19 symptoms and not having been exposed to anyone who recently tested positive for the disease.
4. I understand that my travel to and from the Event and my participation in the Event involve risks, some of which may not be foreseen or reasonably foreseeable, including, but not limited to, property damage or theft, personal injury, illness (including, without limitation, COVID-19), disability or death, which may be caused, by way of example only, by physical exertion; equipment failure or malfunction; road, course and weather conditions; falling; transportation accidents (collision with or being impacted by bicycles, motor vehicles, other participants, volunteers or spectators); food-related illness; allergic reaction; or the potential that I, other participants, or third parties (e.g., general public, or hotel, public safety or medical personnel) may act carelessly. I hereby acknowledge that I am voluntarily travelling to and from the Event and participating in it with knowledge of these risks. I hereby assume any and all risks (both known and unknown) and assume any and all liabilities associated with any property damage or theft, personal injury, illness (including COVID-19), disability, death, loss, claim, liability or expenses of any kind or nature that may arise out of, result from or in connection with my travel to and from the Event or my participation in it.
5. I hereby fully and forever waive, renounce, release, and discharge all claims, losses, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, of any kind or nature against the Released Parties arising out, resulting from, or in connection with my travel to and from the Event or my participation in it, including the possibility of contracting COVID-19 (collectively, the "Released Claims").
6. 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 damages, liabilities, costs, expenses and fees, including attorneys' fees, incurred by the Released Parties.
7. I grant ALA and its successors, assigns and licensees (collectively, the "Licensed Parties") the right to photograph, audiotape and/or videotape me at and in connection with the Event and to use my name, voice, appearance, image, likeness, statements I have made, and biographical information about me (collectively, the "Name, Likeness and Statements") in any materials that promote the mission of the ALA (collectively, the "Materials"), in any form or media, now known or hereafter devised, in all languages throughout the world in perpetuity. I understand that, unless I have created the Materials (e.g., photographs that I take), I have no ownership rights in the Materials, and that for Materials that I create and share with ALA or otherwise make publicly available, I grant the Licensed Parties the right to use the Materials for any purposes that promote the mission of the ALA. I also understand that the Licensed Parties have no obligation to use my Name, Likeness and Statements or any of the rights set forth herein. I hereby waive and release any claims I may have against the Licensed Parties and their officers, directors, employees and agents based upon or arising from such uses as authorized herein, including, without limitation, any

