

**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 – Philadelphia (activity) and other events or activities related to the Event (e.g., a pre-Event party) (collectively, the "Event") occurring on **April 6, 2024**, at Three Logan Square. Brandywine Realty Trust assists 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 moral rights of whatsoever description, any right to inspect the Materials or to approve the use of my Name, Likeness and Statements in the Materials, any claims for invasion of privacy, violation of the right of publicity, defamation, misrepresentation and copyright infringement or any fees for such use.

8. To the fullest extent permitted by law, this Agreement includes any and all claims caused or alleged to be caused, in whole or in part, by the negligence of the Released or Licensed Parties, and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.
9. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail, 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.
10. I agree that the substantive laws of the State of Illinois (but not any law that would apply the laws of another jurisdiction) govern this Agreement and all other aspects of my relationship with the Released or Licensed Parties related to the Event, and that any mediation, suit or proceeding must be filed or entered into in the State of Illinois.
11. Any portion of this Agreement deemed unlawful or unenforceable shall be restated in accordance with applicable law to best reflect the intent of the parties at the time of entering into this Agreement and shall not affect the remaining provisions, which shall continue in full force and effect.
12. This Agreement is the complete agreement of the Releasing Parties and the Released Parties regarding the subject matter hereof and supersedes any other written or oral agreement with respect to the subject matter of this Agreement.
13. I REPRESENT AND WARRANT THAT I HAVE CAREFULLY READ THIS AGREEMENT BEFORE SIGNING IT AND THAT I UNDERSTAND ITS CONTENTS, INCLUDING THAT IT IS A WAIVER AND RELEASE OF LIABILITY. FURTHERMORE, I REPRESENT AND WARRANT THAT IF I AM UNDER EIGHTEEN THIS AGREEMENT HAS ALSO BEEN SIGNED BY MY PARENT OR LEGAL GUARDIAN.

**AGREEMENT OF PARENT OR LEGAL GUARDIAN**

If the participant 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 and has the authority to act on behalf of the participant. The undersigned acknowledges and agrees that the undersigned has read and understood this agreement and that this agreement is legally binding on the participant and the undersigned.

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**Date Signed**

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**Print Name of Participant** **Signature of Participant**

*If under 18 years of age, a legal guardian signature is required:*

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**Print Name of Parent or Guardian** **Signature of Parent or Guardian**

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**Email Address of Parent or Guardian** **Phone Number of Parent or Guardian**

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**Home Address, City, State and Zip Code of Parent or Guardian**