



EVENT VOLUNTEER WAIVER

The ALS Association Golden West Chapter has taken enhanced health and safety measures in planning the **Jim Tracy 5k to Defeat ALS**. Volunteers must be registered for the event and meet all requirements while volunteering in this event before, during, and following the designated event date of **April 23, 2023**. Volunteers must agree to follow all health and safety guidelines posted and/or required by the event organizers and national, state, and local health authorities.

I acknowledge and agree that:

- I am volunteering at the Jim Tracy 5k to Defeat ALS in San Francisco, CA at my own risk.
- COVID-19, caused by the SARS-CoV-2 virus, is an extremely contagious disease that can lead to severe illness and death.
- There is not a full understanding of transmission and levels of contagion in different environments and circumstances; however, there is an inherent risk of exposure to COVID-19 in any public place, indoors or outdoors, where people are present.
- While the organizers and sponsors of the Jim Tracy 5k to Defeat ALS have taken steps to put enhanced health and safety measures in place, those measures cannot be guaranteed to eliminate the risks related to COVID-19.
- According to the [Centers for Disease Control and Prevention](#) (CDC), senior citizens and individuals with underlying medical conditions are especially vulnerable to COVID-19 infection and severe complications from the disease, including permanent disability and death.
- I have considered the risks presented by volunteering in the Jim Tracy 5k to Defeat ALS before, during, and following the above event date and have consulted with my physician as needed to assist in understanding how those risks may apply to me, based on my personal characteristics and health history.
- I will only volunteer at the Jim Tracy 5k to Defeat ALS if I am healthy and well on those days prior to the event and on the day of the event. If I do not feel well, and/or if I have any of the [symptoms](#) identified by the CDC that may be related to COVID-19, and/or have been exposed to someone with active COVID-19 infection in the previous 14 days, I will not attend this event in-person.
- I may be asked to leave the Jim Tracy 5k to Defeat ALS on the day of the event if I do not comply with posted requirements for participation.

By volunteering in the Jim Tracy 5k to Defeat ALS, I agree to voluntarily assume all risks related to such participation, including but not limited to the risk of exposure to COVID-19, and I agree to forever release and hold harmless The ALS Association Golden West Chapter, and its officers, directors, employees, agents, affiliates, successors, affiliated and related organizations, volunteers, vendors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest,

awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "Losses"), arising out of or related to any claim alleging bodily injury, illness, death of any person or damage to real or tangible personal property as a result of my volunteering in the Jim Tracy 5K to Defeat ALS or as a result of any action or failure to act by any party, including the Indemnified Party, whether passive or active.

I further grant full permission for The ALS Association Golden West Chapter and its designated volunteers and vendors to use photographs, videotapes, motion pictures, recordings, or any other record of this event, and to use my name and likeness found in such records for media, awareness, and promotional use. Such uses may include but are not limited to, newsletters, articles, website content, social media posting, public service announcements, event promotional videos, and other such materials. My recompense for this effort is the potential satisfaction of helping others learn about ALS, the work of The ALS Association Golden West Chapter, and the personal experience of volunteering with a worthwhile project to raise awareness about and funds to defeat the disease.

This Waiver and Release shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver and Release as a whole.

Volunteer Name (printed): _____

Volunteer Signature: _____ **Date:** _____

Parent Signature (If under 18): _____ **Date:** _____

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