

WOUNDED WARRIOR PROJECT® CARRY FORWARD® PARTICIPATION AND RELEASE



This Participation and Release (“Release”) is provided in connection with, and as a condition of, participation in the Carry Forward® (the “Event”) peer to peer fundraising event organized by and for the benefit of the Wounded Warrior Project, Inc., a tax-exempt public charity (the “Charity”). The undersigned, for him/herself and for his/her child(ren) and/or ward(s) (together “Participants”) and their personal representatives, heirs, assigns, and next of kin, and in consideration of Participants ability to participate in the Event, hereby agree to and intend to be legally bound by the following:

1. Assumption of Risk. Participants understand that there are inherent risks and hazards (e.g. weather, temperature, physical condition/hydration, traffic, actions of other people) associated with the Event that may result in property damage, illness, and/or bodily injury (including death), or other loss (together “Losses”) to Participants and/or bystanders. The Event may be conducted on public roads and highways, involving steep grades, sharp turns, traffic, and other people. Participants may walk or run during the Event, each of which poses unique risks and hazards. Additionally, the Event encourages Participants to carry additional weight (1-100 lbs.), a flag (of any size), or a person during the Event, and doing so requires a certain level of skill, training, and physical capability. Participants agree to observe Event rules and regulations and Event staff at all times. Participants represent and warrant that they are sufficiently trained and/or capable to safely participate in the Event, are physically fit, will wear appropriate attire/foot gear, and have not be advised otherwise by a qualified medical professional. Participants agree: (i) to exercise due care to ensure their safety and that of others within the proximity of Participants, (iii) to **voluntarily assume all risks associated with participating in the Event**, and (iii), to **assume full and complete responsibility and liability** for any and all Losses caused or incurred by Participants.

If Participants are participating in the virtual Event, Participants are responsible for conducting the walk or run in a safe manner that complies with applicable laws, rules, and regulations for the municipalities in which Participants conduct their individual virtual Events. Participants acknowledge that all terms of this Release apply regardless of whether Participants participate in an in-person Event or a virtual Event.

Participants understand that they or other participants may bring service animals to the Event, and that the presence of service animals creates an additional potential for Losses to Participants, the service animal(s), and/or other people. The Charity cannot guarantee Participants’ safety and/or the safety of the service animals. In the event Participants bring service animal(s) to the Event, Participants accept full responsibility and liability for the behavior, care, control, and direct supervision of the service animal at all times. No animals other than service animals are allowed at the Event. Other prohibited items include, but are not limited to: skateboards, roller skates/blades, and offensive or political signs, banners, or flags.

2. Release of Liability. Participants release, waive and forever discharge the Charity and its employees, agents, officers, directors, and representatives (in their official or individual capacities), including, but not limited to, the Event coordinators, planners, volunteers, subcontractors, promoters, sponsors and others, jointly and severally (together “Releasees”), from any and all Losses or liability that Participants may incur, including, but not limited to, any claims, demands, causes of action, judgments, damages, costs and expenses (including attorneys’ fees) (together “Claims”), which arise out of, result from, occur during, or are connected in any manner with: (i) participation in the Event and/or any travel to/from the Event, and (ii) use of a service animal at the Event and/or interaction with a third-party’s service animal, whether or not such Claims are caused by any act, omission or negligence of the Releasees. In no event shall Releasees be responsible to Participants (including for the return of any Event registration fees or other donations made) for Participants inability to participate in all or a portion of the Event, for any reason, including Event staff’s removal of Participants from the Event for failing to observe Event rules and regulations.

3. Medical Treatment. Participants consent to receive first aid treatment by Event staff during the Event for minor injuries or illness. If deemed necessary by Event staff, Participants consent to and permit emergency medical treatment, including transportation to a medical facility, the cost for which will be solely the Participants’ responsibility. Any inconvenience, or Losses incurred by Participants because of their refusal to accept first aid or emergency medical treatment, whether or not specifically recommended by Event staff, is the sole responsibility and liability of Participants.

- 4. Fundraising.** Participants acknowledge that the Event is a fundraiser. As such, registration fees will not be refunded regardless of Participants' ability to participate in all or part of the Event, to complete the Event, or if the Event must be cancelled or rescheduled for any reason. Additionally, Participants may not state or imply that they represent, are partnered with, or employed by Charity. Participants will send all funds raised along with the Funds Tracking Form containing your Event ID number to Wounded Warrior Project, Inc., 4899 Belfort Road, Suite 300, Jacksonville, Florida 32256, Attn: Carry Forward@ **within 60 days** of the end of the Event. Charity reserves the right to take legal action for failure to remit funds raised.
- 5. Insurance.** Participants understand and agree that Charity does not, and has no responsibility to, carry or maintain health, medical, disability, or liability insurance coverage for Participants and/or Participants' service animal(s). Participants are solely responsible for maintaining all such insurance and other benefits.
- 6. Indemnification.** Participants, for themselves and their personal representatives, heirs, assigns, and next of kin, agree to indemnify, defend and hold harmless the Releasees, from any and all Claims (including third-party Claims), which arise out of, occur during, or are connected in any manner with any act, omission, or negligence of Participants.
- 7. Name and Likeness Release.** Participants consent to being photographed and/or recorded (including audio recordings, audio-visual filming, and/or still photographs) in connection with the Event. Additionally, Participants consent to the copying, reproduction, modification (including creation of derivative works), public display, distribution, and other use of their name, image, voice, likeness, biographical material, photographs and/or recordings, or other information provided to the Charity ("Content") for the Charity's advertising or other commercial and/or fundraising purposes, publicity, educational purposes, or any other legitimate purposes, on any media existing now or in the future (including the Charity's websites, social media pages, promotional materials, newsletters, magazine articles, broadcast and/or cable transmissions, etc.), without any additional consideration or compensation to Participants. Participants understand and agree that the Charity is not obligated or required to use any such Content, and Participants agree to release and indemnify the Releasees from any and all Claims arising out of or are connected in any manner with the Content as contemplated by Paragraphs 2 and 5 above.
- 8. Governing Law & Construction.** This Release shall be construed under the laws of the State of Florida without regard to conflicts of laws provisions. Participants agree that all disputes relating to this Release will be brought exclusively in the state and federal courts located in Duval County, Florida, and Participants hereby consent to the exclusive jurisdiction of such courts.

This Release shall be broadly construed to provide an assumption of risk, release, waiver, and hold harmless agreement to the maximum extent permissible under applicable law. If any provision of this Release shall be deemed unlawful, void or, for any reason, unenforceable, then such provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions.
- 9. Age & Guardian Certification.** If any Participant is a minor (under 18 years), the undersigned represents and warrants that (i) (s)he the parent or lawful guardian of the minor(s) participating in the Event, and (ii) the parent or legal guardian of the minor(s) and will exercise appropriate supervision, responsibility and control over said minor at all times.
- 10. Code of Conduct.** By participating in the Event, you are representing yourself, other Participants, and the Charity. As such your understanding of appropriate behavior is essential to the enjoyment of the Event, and most importantly, your safety and the safety of other Participants. Participant understands that as a condition of your participation in the Event, you agree to: (i) not wear and/or display crude or inappropriate images, signage, banners, or flags, (ii) avoid the use of profanity and/or inappropriate language or behavior, and (iii) abide by the rules and direction of Event or Charity staff for the duration of the Event. Participant understands that failure to follow this Code of Conduct may lead to their dismissal from the Event.

I HEREBY CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE; HAVE READ THE RELEASE AND HAD AN OPPORTUNITY TO ASK QUESTIONS ABOUT ANY PROVISIONS I DID NOT UNDERSTAND; AND ACKNOWLEDGE THAT BY CHECKING THE BOX, I AM ELECTRONICALLY SIGNING THIS AGREEMENT, WHICH MAY RESULT IN FORGOING MY VALUABLE LEGAL RIGHTS.