

DERBY PUB CRAWL WAIVER May 1, 2020 The Every Ribbon Counts Foundation

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged and which may include permission to participate in the Derby Pub crawl, I, for myself, my successor(s), heir(s), assign(s), executor(s), and administrator(s), agree and acknowledge as follows:

1. I fully understand that The Every Ribbon Counts Foundation, A Pennsylvania charitable organization (the "Crawl Facilitator") may not own, operate, or control any or all of the venues, locations, transportation, etc., visited or used as part of the Derby Dash Pub Crawl, and that the Crawl Facilitators are not responsible for such venues, locations, transportation, etc. or the owners, operators, patrons, and/or participants associated with the same, including, but not limited to, other club crawl participants. I acknowledge and understand that the Crawl Facilitator's role is limited to arranging entrance to various venues and guiding participants' there between and that the Crawl Facilitator has no other involvement in the Derby Dash Crawl nor any association with the venues.

2. I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Tours are being conducted, or this type of event or activity.

3. I assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in the Derby Dash Pub Crawl. I acknowledge and agree that any alcohol provided to me, if at all, is provided by one or more venues and that the Crawl Facilitator has no role in serving alcohol.

4. I covenant not to sue or present any claim against the Crawl Facilitators, its officers, shareholders, members, directors, insurers, employees, and agents attributable to my participation in the Derby Dash Pub Crawl for i) personal injury, ii) property damage, iii) negligence, iv) wrongful death, and/or v) any claim based on the actions or inactions of any venue, third party company, or crawl participants or other third parties, including, but not limited to, actions that may be criminal or intentional.

5. I release, waive, discharge and relinquish the Crawl Facilitators, its officers, shareholders, members, directors, insurers, employees, and agents from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the Tours, whether same shall arise by their negligence or otherwise.

6. I warrant that I am in good health and have no physical condition that would prevent me from participating in the Tours.

7. I agree to indemnify the Crawl Facilitators, its officers, shareholders, members, directors, insurers, employees, and agents for any and all claims, including attorneys' fees and costs, which

may be brought against them by anyone claiming to have been injured as a result of my participation in the Derby Dash Pub Crawl.

8. I authorize the Crawl Facilitators to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Crawl Facilitators to provide such assistance, transportation, or services.

9. I agree to exercise care customarily used by participants in an activity of this nature or that would be exercised by a reasonable person in a similar circumstance.

10. I hereby grant to the Crawl Facilitators the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the Derby Dash Pub Crawl, in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant thereto (the "Material"). The Crawl Facilitators have the right to reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Material, by any method and in any media, whether now existing or later created, without restriction throughout the world, by incorporating the Material into its website, publications, catalogues, brochures, books, magazines, or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the "Works"). I agree that the Crawl Facilitators are and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works. I further grant to the Crawl Facilitators an irrevocable, royalty-- free, worldwide license to use my name, age, and hometown in connection with the Material and the Works.

THIS DOCUMENT RELIEVES THE CRAWL FACILITATOS AND OTHERS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE OR OTHERWISE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY. I FURTHER ACKNOWLEDGE THAT I WAS PROVIDED WITH THE OPPORTUNITY TO HAVE INDEPENDENT COUNSEL REVIEW THIS AGREEMENT AND WAS SPECIFICALLY ADVISED TO RETAIN COUNSEL TO REVIEW THIS AGREEMENT. I AM COMPETENT TO SIGN THIS RELEASE AND DO SO OF MY OWN FREE WILL.

Printed Name: _____

Signature: _____

Permanent Address: _____

City, State, Zip: _____

Birthdate: _____

Email: _____

Phone: _____