

RELEASE AND WAIVER OF LIABILITY
("HIGH RISK" ACTIVITIES)

RELEASE OF CLAIMS AND WAIVER OF RIGHTS: PLEASE READ CAREFULLY BEFORE PROCEEDING!

IN CONSIDERATION OF _____ (**"PARTICIPANT"**) BEING PERMITTED TO PARTICIPATE IN ACTIVITIES POSING A HIGHER RISK THAN IS OTHERWISE POSED BY PARTICIPATING IN THE SUBJECT EVENT, INCLUDING WITHOUT LIMITATION, BULL RIDES, "BOUNCE HOUSES" AND SIMILAR INFLATABLE PLAY STRUCTURES, DUNK TANKS, ROCK CLIMBING WALLS, AND "PETTING ZOOS", AMONG OTHER AVAILABLE ACTIVITIES. AT THE EVENT TAKING PLACE ON 8/29/26, AT BIG DIG TREASURE VALLEY, ID (THE **"EVENT"**), SPONSORED BY THE AMERICAN CANCER SOCIETY, INC. (**"ACS"**), THE OWNER OF THE SITE AT WHICH THE EVENT IS TAKING PLACE (THE **"SITE OWNER"**), PARTICIPANT (OR, IF PARTICIPANT IS A MINOR, PARTICIPANT'S PARENT OR LEGAL GUARDIAN) HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ACS, THE SITE OWNER OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR VOLUNTEERS, AND ALL OTHER EVENT PERSONNEL WHETHER VOLUNTEERS OR PAID STAFF, (HEREINAFTER REFERRED TO AS **"RELEASEES"**) FOR ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, LOSSES, OR EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) TO PARTICIPANT, ON ACCOUNT OF PHYSICAL, MENTAL, OR EMOTIONAL INJURY, OR DEATH OF THE PERSON OF PARTICIPANT OR TO THE PROPERTY OF PARTICIPANT, WHETHER SUCH INJURY OR DEATH BE CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE, WHILE PARTICIPANT PARTICIPATES IN ANY OF THE ACTIVITIES.

COVID-19. Participant understands that COVID-19 is extremely contagious and is spread mainly from person-to-person contact, and that ACS cannot guarantee that Participant or others in attendance at the Event will not become infected with COVID-19. By participating in the Activities, Participant agrees to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath), and certifies that Participant does not fall into any of the following categories:

1.

Individuals who currently or within the past ten (10) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others; for additional information on symptoms, please reference the CDC symptom list found at: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>;

2. While social distancing, face masks, and/or other preventative measures can help to reduce the spread of COVID-19, anyone in attendance at the event, including Participant, may still transmit COVID-19 to others at the EVENT and/or may become infected with COVID-19 at the EVENT, as a result of their attendance.

Participant acknowledges and understands that participation in the Activities includes possible exposure to and illness from infectious diseases, including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. Participant knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the ACS or the Site Owner.

Notwithstanding any other provision of this Release (this **"Release"**), the undersigned releases ACS and the Site Owner, but no other Releasee, from any liability whatsoever arising from any injury, damage, or death to Participant where said injury, damage, or death is the result of, or arises from any intentional or

criminal conduct upon the part of an ACS or Site Owner employee, agent or volunteer. The undersigned hereby assumes full responsibility for and risk of bodily injury to or death of Participant due to the negligence or gross negligence of Releasees and also releases ACS and the Site Owner, but no other Releasee, from any and all liability for the intentional or criminal acts of its volunteers, agents, and/or employees while Participant participates in any of the Activities.

Participant further expressly agrees that this Release is intended to be as broad and inclusive as is permitted by the law of the State of _____, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant has read and voluntarily signs this Release, and further agrees that no oral representations, statement or inducement apart from the foregoing have been made, and that this Release may only be modified by a written document signed by the undersigned and a duly authorized representative of ACS and the Site Owner.

Participant also consents to the use by ACS of Participant's name and any photographic image taken of Participant at or in connection with the Event for any purpose, including but not limited to advertising or promotional purposes, and to the provision of such first aid as is deemed necessary to be provided to Participant at the Event prior to being transported to a hospital for further treatment.

Signature: _____

Date: _____

Emergency contact: _____

Phone: _____

THE FOLLOWING MUST ALSO BE COMPLETED BY PARENT OR GUARDIAN IF PARTICIPANT IS A MINOR CHILD UNDER 18 YEARS OF AGE:

ATTENDANCE OR PARTICIPATION BY MINOR CHILDREN. I agree that any and all representations made and releases, waivers, covenants, consents and permissions that I have given above are given on behalf of me and any and all of my minor children or persons over whom I have guardianship who participate in or attend the Activities who are under the age of 18 years old ("Minor"). In consideration of the Minor's participation in or attendance at the Activities, I, in my capacity as Minor's parent or guardian, hereby (a) give permission for the Minor to participate voluntarily in the Activities, and (b) understand that this Release and Waiver forever releases, waives and discharges any and all liability, claims, and demands of whatever kind or nature against ACS, either in law or in equity, to the fullest extent permissible by law, including but not limited to the negligence or fault of any kind on the part of ACS for damages or causes of action, including but not limited to death, bodily or personal injury, illness, economic loss or out of pocket expenses, or loss or damage to property, which Minor, his/her heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on their behalf, which arise or may hereafter arise from Minor's attendance at, performance of, and/or participation in the Activities. In my capacity as Minor's parent or guardian, I also give consent to ACS to collect information about the Minor that is needed to register him or her. I understand that ACS will not collect more information about the Minor than is reasonably necessary to participate in the Activities. I also understand that in consenting to a Minor's registration, I am enabling the Minor to participate in all communication aspects of the event Web site, including posting content on the Minor's Participant Page that may be accessible to the public.

Parent or Guardian of Minor Participant: _____ **Date:** _____