

SPECIAL OLYMPICS NORTHERN CALIFORNIA PARTICIPANT WAIVER AND RELEASE 2021 Lake Tulloch Plunge

I hereby enter into the following agreement with Special Olympics, Inc. and/or Special Olympics Northern California, Inc., with its principal place of business in Pleasant Hill, California, as well for each its members, officers, employees, agents, volunteers, and representatives (individually and collectively, "Special Olympics"), as a condition of receiving and using Special Olympics' online fitness, sports, leadership and inclusion programming services, **including fundraising activities.**

1. I acknowledge and fully understand that Special Olympics will endeavor to provide the most effective principles to help achieve my fitness, performance, and personal goals, but that Special Olympics cannot guarantee that any services, products, programs, methods, workouts, recommendations, or routines will be safe, effective or suitable for everyone. All such products and services, programs, techniques, recommendations, and materials embodied in such products and services are offered without warranties or guarantees of any kind, express or implied, including, but not limited to, warranties of safety or fitness for any particular purpose. **Further, I hereby waive, release, and discharge Special Olympics from any and all liability from death, injuries or damages arising from, or in any way connected with, use of any or all of its services, products, programs, methods, workouts, recommendations, or routines, including any viral infections, bacterial infections and other communicable diseases and illnesses, death, injuries or damages resulting from the negligent recommendations, acts, or omissions of Special Olympics, no matter where those injuries occur.**
2. I acknowledge and fully understand that any fitness or exercise activities, and the use of training and fitness equipment and machinery, involve risks of serious injury, permanent disability, or death, even if done correctly and with the utmost attention to safety. These risks include, but are not limited to, fainting; broken bones; strained or torn muscles; torn or strained ligaments, tendons, and other connective tissues; herniated discs and other spinal injuries; cardiovascular or cerebrovascular events, including heart attack or stroke; conditions related to overexertion, including heat stroke/exhaustion or rhabdomyolysis; or damage to the nervous system, including irreversible damage to the brain or spinal cord. I further acknowledge and fully understand that participation in any fitness or exercise activities could aggravate a pre-existing condition, whether known or unknown, could lead to exposure to viral infections, bacterial infections and other communicable diseases and illnesses, and that there may be other risks associated with my participation in fitness or exercise activities that are not known or not reasonably foreseeable at this time. I further acknowledge and fully understand that all of the foregoing risks are especially pronounced in an online programming setting, such as that embodied by the fitness and performance programming services provided by Special Olympics because I will necessarily be engaging in fitness or exercise activities on my own, without real-time supervision by Special Olympics, in a facility or location over which Special Olympics has no control. **I hereby acknowledge and accept the foregoing**

risks and dangers. Further, I hereby waive, release, and discharge Special Olympics from any and all liability from death, injuries or damages arising from, or in any way connected with, Special Olympics' fitness and performance programming services; Special Olympics' instruction, programming, advice or recommendations; the use of any exercises, routines, equipment or machinery, whether or not they were recommended by Special Olympics; or my engagement in any fitness or exercise activities, including any death, injuries or damages resulting from the negligent recommendations, acts, or omissions of Special Olympics, or from viral infections, bacterial infections and other communicable diseases and illnesses, no matter where those injuries occur.

3. I acknowledge and understand that **Special Olympics and all of their members, officers, employees, agents, volunteers, and representatives may not be licensed dietitians or physicians**, and do not hold themselves out to possess professional expertise in dietetics or medical matters. I acknowledge and agree that any information, guidelines, or advice provided by Special Olympics are not intended to constitute and shall not be construed as dietetic or medical advice, as treatment for any general or particular medical or physiological condition or pathology, or as a means of improving or bettering health outcomes, and that they carry no express or implied warranty of any kind, including, but not limited to, warranties regarding safety or suitability for a particular purpose.
4. **I understand that a physician's approval is highly recommended prior to participating in any type of fitness or exercise activity**, and I hereby represent that I have either obtained a signed approval from my physician, or that I acknowledge the risks inherent in such activities but have elected to engage in said activities without seeking prior approval by a physician.
5. If a court of competent jurisdiction, or any other legal authority or governmental agency, declares any provision of this agreement invalid, such invalidation shall not affect the remaining provisions of this agreement, which shall remain in full force and effect. If any sentence, clause, phrase, or term of any section of this agreement is deemed invalid, the remainder of that section shall remain in full force and effect.
6. Any suit brought under this agreement, or in relation to any programming, consultation or services provided under this agreement, shall be brought in California or in the District of Columbia, and both parties irrevocably consent to venue and jurisdiction in that court. This agreement shall be governed by California or District of Columbia law, irrespective of any choice-of-law principles. The parties' legal rights and obligations relating to this agreement and relating to the programming and services provided under this agreement shall be governed by California or District of Columbia law, irrespective of any choice-of-law principles. This agreement shall be deemed to have been agreed to and executed in California.
7. I hereby give permission to Special Olympics and any of its employees, contractors, coaches, or representatives to use my name and photographic/video likeness in all forms to spread the mission and objectives of Special Olympics and for use in media for advertising, exposition displays, trade, and any other lawful purposes.

8. I will complete all registration materials for participation in Special Olympics online programming, and will complete all athlete registration materials should I elect to participate in Special Olympics in-person programming.
9. **I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND AGREE TO ADHERE TO ALL ITS PRECEPTS.** Any questions that I may have had relating to anything in this agreement have been answered to my satisfaction. This document encompasses the entire agreement of the parties and supersedes all prior oral and written representations between the parties, if any.

DISCLAIMER: Special Olympics and their members, officers, employees, agents, volunteers, and representatives are not licensed dietitians, are not offering dietetics advice, and are not offering advice intended as dietary means of improving health or providing medical advice.

Entire Agreement: The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Special Olympics. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director or other authorized representative of Special Olympics Northern California, Inc. or of Special Olympics Inc.