



EVENT – PARTICIPANT
Waiver, Release and Code of Conduct Agreement
PLEASE READ CAREFULLY BEFORE SIGNING

Challenged Athletes, Inc., a California non-profit corporation doing business as Challenged Athletes Foundation (“CAF”), has agreed to my participation in the Event (as described above). In consideration of such agreement, I hereby acknowledge, understand, and agree to this Waiver and Release Agreement as it relates to my participation in the Event (“Agreement”) in its entirety for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, without exception, reservation, or limitation (including by time passed since the date of my signature).

1. **General Provisions Relating To The Event.** I understand that my execution and return of this Agreement to CAF is a condition precedent to participating in the Event. I agree to follow the rules and directions of CAF and Event management at all times, and will not use or possess alcohol or any controlled substances or engage in any illegal activities while participating in the Event.
2. **Assumption of Risk.**
 - (a) I hereby acknowledge and agree that I understand the nature of the Event, and activities that form part of the Event in which I will participate include, but not limited to, risks related to personal injury and bodily harm or death, and Covid-19; that I am qualified, in good health, and in proper physical condition to take part therein; that there are certain inherent risks and dangers associated with the Event; and that, except as expressly set forth herein, I, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my participation in the Event.
 - (b) I am familiar with, and shall use, the safety equipment customarily used by participants in organized sporting events such as Event(s), and I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH MY FAILURE to use such safety equipment, and/or my use of defective or inappropriate safety equipment, whether provided by me, CAF, an Event sponsor or organizer, or another Event participant.
 - (c) I understand that the Event may take place in a public location and which MAY NOT BE CLOSED TO VEHICLE OR FOOT TRAFFIC. As such, I understand and acknowledge that the risks of participating in Event includes, but are not limited to, those caused by actions of other people including, without limitation, operators of motor vehicles, operators of ocean-going vessels, other swimmers, spectators, Event volunteers, and other participants in Event, and I EXPRESSLY ASSUME THE RISKS ASSOCIATED WITH the Event conducted under such conditions. I agree to observe and obey all traffic laws, signs, and signals along the Event course, and I agree to obey all laws posted in and around the water.
3. **WAIVER & RELEASE.** I acknowledge that I am participating in the Event willingly and voluntarily, and I assume full and sole responsibility for personal injury, accidents or illness, including death, and for damage to or loss of personal property while participating in the Event. To the fullest extent permitted by law, I hereby release, waive, indemnify, discharge, hold harmless, and covenant not to sue **CAF, the Event’s sponsors, organizers, administrators and vendors**, each of their respective subsidiaries and affiliate entities, and each of their respective directors, members, officers, employees, agents, managers, contractors, and representatives (collectively “**Indemnified and Released Parties**”) from, against and related to, any and all liabilities, losses, claims, demands, liens, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively “**Liabilities**”) arising out of, related to, or in connection with this Agreement and the Event. **I further understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. I acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.** The release, indemnification, hold harmless, waiver of claims, and defense obligations described herein extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by me, my heirs, personal representatives, and assigns, the Indemnified and Released Parties, or third parties on account of injury, death, property damage, or other losses, now existing or arising in the future. The provisions of this paragraph will survive termination or expiration of this Agreement, and I agree that this waiver and release may be interpreted as broadly as permitted **under the applicable state law where the Event is held.**
4. **Indemnification.** I AGREE TO INDEMNIFY THE INDEMNIFIED AND RELEASED PARTIES FOR ALL COSTS, CLAIMS, CHARGES, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF ANY KIND, INCLUDING ALL ATTORNEYS FEES AND COSTS, BECAUSE OF ANY HARM TO MYSELF OR OTHERS THAT ARISES OUT OF MY PARTICIPATION IN THE EVENT.



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(continued on back)

5. **Emergency First Aid.** I consent to receive first aid or medical treatment which may be deemed advisable during the Event, and I understand that I am solely responsible for all costs relating to medical transportation and/or evacuation during the Event.
6. **Media Waiver and Release.** I grant permission for audio, video, and photographic recordings (collectively, “Media”) to be made of me during the Event and/or my volunteering, and for **CAF (and the Event sponsors, organizers and vendors)** to use such Media in any way they deem appropriate. I hereby waive all rights of ownership to, and compensation for, such Media. I further give **CAF (and the Event sponsors, organizers and vendors)** my permission to use my name, alone or with Media, in connection with the Event and/or within **such parties’** marketing and promotional materials.
7. **CAF Code of Conduct.** CAF requires that *all those involved in any CAF Event* conduct themselves in a safe and respectful manner to help maintain a positive and welcoming environment. As such, by participating in the Event, I agree to abide by the following CAF “Code of Conduct” rules. Any violation of these rules, in CAF’s sole discretion, can result in *immediate removal from the Event without any refund in participant fees*, and other consequences as CAF deems appropriate.
- (a) Treat each other with respect and consideration. All forms of harassment, discrimination, and bullying are strictly prohibited and will not be tolerated. Harassment is any conduct which could reasonably be anticipated to create or that does create an intimidating, hostile, or offensive environment. This includes but is not limited to the following: obscene gestures, unwanted or inappropriate physical contact, use of profanity, jokes, display or circulation of inappropriate written materials or pictures and threats which are derogatory to a person’s gender, race, color, religion, creed, sexual orientation, national origin, ancestry, age, disability, political beliefs, appearance or ethnicity. These guidelines extend to social media when tagging or referencing CAF and any member of our staff or community or otherwise, by either a participant or past participant. Posts that include derogatory, demeaning, inflammatory, offensive, disrespectful, hateful, or otherwise inappropriate comments will not be tolerated. Do not refer to CAF in political or opinionated correspondence or comments.
 - (b) Interact in a respectful and professional manner with CAF athletes, grantees, other participants, volunteers, staff and Board members. Treat all CAF constituents with dignity, courtesy, and respect.
 - (c) Do not be under the influence of any substance that may impair ability to participate in activities or may put oneself and/or others in danger.
 - (d) Do not smoke or use tobacco products of any type, including e-cigarettes at program/event activities.
 - (e) Obey all applicable local, state, and federal laws.
 - (f) Do not offer unsolicited medical advice of any kind, including rehabilitation and alternative treatments.
 - (g) Do not take unsolicited photos or videos of participants or other volunteers without consent.
 - (h) Comply with instructions and safety guidelines from CAF staff and appointed event organizers and/or coaches. This includes but is not limited to wearing required protective gear, not behaving in an unsafe manner, not putting oneself or others at risk of physical harm or legal liability, disobeying safety signs and rules.
 - (i) Do not knowingly misrepresent oneself as a representative of CAF or member of CAF staff.
 - (j) Do not solicit other participants for personal gain.
 - (k) Keep all event areas neat and clean and be respectful of the program/event space.

CAF takes violation of the above rules seriously. Please report anything you believe might endanger the health, safety, or well-being of yourself or any Event participant to a CAF staff member immediately in person or by sending an email to hr@challengedathletes.org immediately following an Event.

Participation in a CAF event is a privilege, not a right. CAF reserves the right to refuse registration or admittance to, or remove any person from, any present or future CAF program or event at any time, in its sole discretion. CAF will not be liable for any costs incurred as a result of a someone’s removal from a program or event. Please note that, while CAF takes all reported concerns seriously, we will use our discretion in determining when and how to respond to reported incidents and may decline to take any further action and/or may direct the participant to other resources for resolution.

I HAVE READ THE WAIVERS/RELEASES CONTAINED HEREIN AND FULLY UNDERSTAND ALL OF ITS TERMS. I HAVE EXECUTED THIS AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name (Print)

Email

Age



**EVENT – PARTICIPANT
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Signature

Date

Consent (required if participant above is under 18 years of age)

I am the parent or legal guardian of the above-signed. I have read this release document before signing below, and I fully understand its contents, meaning and impact. I understand that I am free to address any specific questions regarding this release document to Nixon, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms detailed herein on behalf of the above-signed, myself, as well as our respective heirs and assigns.

Parent/Legal Guardian Name (Print)

Signature (Parent/Legal Guardian)

Date

AUTHORIZATION FOR THIRD PARTY CONSENT TO MEDICAL TREATMENT OF MINOR PARTICIPANT

I hereby authorize CAF, and first aid personnel assigned by CAF, to provide or consent to the provision of basic first aid and comfort measures for Minor(s) through standardized first aid treatment procedures. I also authorize CAF and such first aid personnel to provide or consent to the provision of over-the-counter (non-prescription) medications EXCEPT _____ (name of medication) to _____ (name of Minor) when reasonably necessary for Minor’s health and comfort. If signing for multiple minors, please list name of minor next to name of medication:

Minor #2 name: _____ and medication not allowed to be provided: _____

Minor #3 name: _____ and medication not allowed to be provided: _____

I further authorize CAF to provide or arrange for the transportation of Minor(s) to a medical facility for urgent or emergency medical or dental treatment when reasonably necessary for the health and comfort of Minor(s). I assume all responsibility for payment for both the transportation and the medical or dental treatment. I acknowledge and agree that Minor’s medical or dental insurance shall be secondarily responsible for payment of fees and costs associated with medical or dental treatment rendered to Minor(s), and I hereby release CAF from any and all obligations to reimburse such insurers for any such payment. I further authorize and give consent for Minor(s) to receive any x-ray, examination, anesthetic, or medical or surgical diagnosis rendered by licensed members of the medical or dental profession. I understand that this authorization is given in advance of any specific diagnosis, required treatment or hospital care, but it is given to provide authority and power to render care to Minor(s) which the aforementioned medical and dental professionals, in the exercise of their best judgment, deem advisable. I understand that reasonable efforts shall be made to contact me prior to any transportation or medical or dental treatment of Minor(s), but that transportation or treatment will not be withheld if I cannot be reached.

This authorization is given pursuant to the California Family Code section 6910, and similar provisions of the laws of the State in which medical or dental care is being sought.

I further authorize any hospital, medical facility, or other medical or dental provider who has provided treatment to Minor(s), to surrender physical custody of Minor(s) to a representative of CAF upon the completion of treatment. This authorization is given pursuant to Section 1283 of the Health and Safety Code of California and similar provisions of the laws of the State in which the medical or dental care is being provided. Waiver and Releases from minors will only be accepted with a parent or legal guardian’s signature.

[Parent/Legal Guardian - Signature]

[Date]

[Parent/Legal Guardian - Print Name]

[Parent/Legal Guardian – Cell Phone]



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[Minor Participant's Name]

[Minor Participant's Age]

Emergency Information (All Participants)

Please provide a contact name and cell phone number of someone who will be present at the Event site and can be contacted in case of an emergency. If you are signing for a minor, please include your Cell Phone Number too.

[Emergency Contact Name]

[Emergency Contact Cell Phone Number]

[Phone Number for Parent or Guardian of Minor]