## PARENT/LEGAL GUARDIAN RELEASE OF LIABILITY AND ASSUMPTION OF RISK ON BEHLAF OF MINOR CHILD

The individual named below (referred to as "minor child") desires to participate in a walk (whether participating from home or at the official onsite walk) (the "Walk") hosted by the National Alopecia Areata Foundation (hereinafter the "NAAF" or the "Foundation"), a California 501(c)(3) nonprofit organization headquartered in San Rafael, California. In consideration of being permitted by the Foundation to participate in the Walk and in recognition of the Foundation's reliance hereon, the undersigned Parent/Legal Guardian of the named minor child (referred to as "Parent") hereby agrees to all the terms and conditions set forth in this instrument (this "Release"), both individually, and on behalf of minor child.

PARENT IS AWARE AND UNDERSTANDS THAT THE WALK IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, AND/OR DEATH. PARENT ACKNOWLEDGES THAT ANY INJURIES THAT MINOR CHILD SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE FOUNDATION, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE FOUNDATION. NOTWITHSTANDING THE RISK, PARENT ACKNOWLEDGES THAT MINOR CHILD IS VOLUNTARILY PARTICIPATING IN THE WALK WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MINOR CHILD'S PARTICIPATION IN THE WALK, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE FOUNDATION OR OTHERWISE.

Parent hereby expressly waives and releases any and all claims, now known or hereafter known, against the Foundation, and its officers, directors, managers, employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), on account of injury, disability, or death arising out of or attributable to Minor Child's participation in the Walk, whether arising out of the ordinary negligence of the Foundation or any Releasees or otherwise. Parent covenants not to make or bring any such claim against the Foundation or any other Releasee, and forever releases and discharge the Foundation and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that California law does not permit to be released by agreement.

Parent shall defend, indemnify, and hold harmless the Foundation and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Foundation or any other Releasees in a final judgment, arising out of or resulting from any claim of a third party related to Minor Child's participation in the Walk, including any claim related to Parent or Minor Child's own negligence or the ordinary negligence of the Foundation.

Parent hereby consents to receive medical treatment deemed necessary if Minor Child is injured or requires medical attention during their participation in the Walk. Parent understands and agrees that Parent is solely responsible for all costs related to such medical treatment and any

related medical transportation and/or evacuation. Parent hereby releases, forever discharges, and holds harmless the Foundation from any claims based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Foundation and Parent with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Foundation and Parent and Minor Child and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in California and Parent hereby consents to the exclusive jurisdiction of such courts.

<u>Grant of Image Rights for Promotional Purposes</u>. Parent of the below named minor child, hereby grants the Foundation or any Releasees the exclusive and perpetual right throughout the United States, its territories, and possessions, to use any and all images or videos and any and all formats and media, whether now or hereafter known, for any and all purposes whatsoever including, but not limited to, publication in connection with, or as part of the Foundations advertising and/or promotional materials.

BY SIGNING BELOW, I, PARENT/LEGAL GUARDIAN OF THE BELOW NAMED MINOR CHILD, ACKNOWLEDGES THAT I HAVE READ THE AGREEMENT THOROUGHLY AND UNDERSTAND AND ACCEPT THE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER, OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW, I REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT. IN THE EVENT AND PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOT WITHSTANDING CONTINUE IN FULL LEGAL FORCE AND EFFECT.

NAME OF MINOR CHILD
NAME OF PARENT/LEGAL GUARDIAN
SIGNATURE OF PARENT/LEGAL GUARDIAN
Date