

EXPRESS WAIVER OF LIABILITY RELEASE AND INDEMNITY AGREEMENT

In consideration for being allowed to participate in Love Fullerton (the "Activity") sponsored by OC UNITED TOGETHER, FULLERTON, CA (herein "Entity") the undersigned ("Participant") does hereby agree to this express waiver of liability against Entity, and makes the release and Indemnity Agreement with Entity set forth below. The Participant for themselves, and their personal representatives, assigns, heirs, and next of kin, children, and each and every one of them, declares as follows:

The Participant is fully aware of the risks and hazard inherent in engaging or participating in the Activity, including, but not limited to, the possibility of injury, paralysis or death, and voluntarily assumes all risks of loss, damage, injury or death that may be sustained in engaging or participating in the Activity; and

The Participant is fully aware that the Activity is a group activity and therefore increases the likelihood of exchange of transmissible pathogens, bacteria, viruses, or other microorganisms ("Pathogen") between persons attending the Activity and does so at the Participant's sole risk. By executing this agreement, the Participant hereby voluntarily assumes the risk and accepts sole responsibility that the Participant or the Participant's family members, attendees, agents, co-workers, and any other person the Participant comes in contact with, may be exposed or infected by one or more Pathogens and such exposure or infection may result in illness, personal injury, illness, permanent disability, death or other claim, damage loss, liability or expense. The Participant acknowledges and understands that the risk of becoming exposed to or infected by a Pathogen while participating in an Activity may result from the actions, omissions, or negligence of the Entity, the Entity's employees, volunteers, participants, and entities that host the Activity.

THE PARTICIPANT FOR THEMSELVES, AND THEIR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, CHILDREN, AND EACH AND EVERY ONE OF THEM HEREBY VOLUNTARILY RELEASES, DISCHARGES, WAIVES AND RELINQUISHES ANY AND ALL CLAIMS, ACTIONS, OR CAUSES OF ACTION FOR PERSONAL INJURY OF ANY KIND HOWEVER ARISING, PROPERTY DAMAGE, OR DEATH EACH MAY HAVE AGAINST ENTITY, ITS DIRECTORS, OFFICERS, MEMBERS, AFFILIATED ENTITIES, SUBSIDIARIES, AGENTS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, HEIRS, LICENSEES, VOLUNTEERS, ASSIGNS AND ALL PERSONS ACTING IN CONCERT AND PARTICIPATING WITH IT, INCLUDING, WITHOUT LIMITATION, ANY PERSON OR ENTITY HOSTING AN EVENT RELATED TO THE ACTIVITY (HEREINAFTER COLLECTIVELY REFERRED TO AS "RELEASED PARTIES") OCCURRING OR ARISING AS A RESULT OF THE ACTIVITY OR THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITY. BY SIGNING BELOW, THE PARTICIPANT UNDERSTANDS AND AGREES THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE ENTITY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, AND ALL OTHER RELEASED PARTIES. THE PARTICIPANT FURTHER AGREES THAT IF, DESPITE THIS RELEASE, THE PARTICIPANT, OR ANYONE ON THE PARTICIPANT'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASED PARTIES NAMED ABOVE, THE PARTICIPANT WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS, LIABILITY OR DAMAGE, OR ANY OTHER COST RESULTING FROM SUCH A CLAIM.

The Participant hereby covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Section 1542 of the California Civil Code, and the similar provisions in any other state of the United States or the Common Law, which provide: "A general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

The Participant hereby agrees the Entity and/or its Affiliates may interview, audio or video record, take photographs or make other recordings in any format (Footage) and use, disclose, and reproduce Footage, including the Participant's photograph, name, voice, likeness, story, opinions, expressions, and other information that he/she may provide. Moreover, the Participant agrees that all Footage is the property of the Entity and/or its Affiliates, and give the Entity and its Affiliates the right to copy, distribute, transmit, and otherwise use, edit, modify, translate, and create derivative works from the Footage. The Participant expressly waives any and all moral rights that he/she may have in connection with his/her appearance(s) in the Footage. The Participant expressly waives any right of inspection or approval of his/her appearance(s) or any content in Footage. The Participant hereby waives any right to compensation for such uses, disclosures, or reproductions by reason of the foregoing authorization.

The Participant hereby agrees to indemnify, defend, save and hold harmless the Released Parties from any loss, liability, damage, cost or attorneys' fees it may incur due to any action of the Participant occurring from or in connection with their participation in the Activity of Entity.

The Participant hereby agrees that if any part of this Agreement for any reason is held by a Court or Arbitration Panel of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

The Participant hereby agrees that any dispute or claim hereunder shall be resolved exclusively by arbitration under the current Commercial rules of the American Arbitration Association in Stanislaus County, California; the Participant waives and any all rights to a jury trial in connection with any dispute or matter arising here under.

The Participant hereby warrants that the foregoing statements are true and correct and that the Participant understands that the Entity has relied upon such warranties in entering into this Agreement, and making the premises available for use by the Participant, and the participation of the Participant in the Activity is conditioned on the Participant agreeing to all of the foregoing.

No oral representations, statements, or inducements have been made by or between the parties to this Agreement with respect to the subject matter of this agreement, apart from the matters set forth within this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN EXPRESS WAIVER OF LIABILITY AND A RELEASE AND INDEMNITY AGREEMENT BETWEEN MYSELF AND ENTITY, AND AGREE TO IT WITH MY OWN FREE WILL.

Signature

Print Name

Date