

# Yule Run Clinton Volunteer Waiver and Release

The Yule Run Clinton volunteer waiver must be signed by all volunteers. Any volunteers under 18 must have a parent or guardian sign for them.

Name: _		Phone:	
Age: _		Email:	
Address: _			
City: _		State:	Zip:
Organi	zation or Group (if applicable):		

I AGREE THAT ANY AND ALL REPRESENTATIONS MADE, AS WELL AS ANY RELEASES, WAIVERS, COVENANTS, CONSENTS, AND PERMISSIONS GIVEN BY ME HEREUNDER ARE GIVEN ON BEHALF OF ME AND ANY AND ALL OF MY MINOR CHILDREN OR PERSONS OVER WHOM I HAVE GUARDIANSHIP WHO MAY ALSO VOLUNTEER.

# Acknowledgement and Waiver of Liability / Assumption of Risk

In consideration for me being permitted to volunteer for the Clinton Chamber Yule Run Clinton race, I, for myself and my next of kin, heirs, administrators and executors, waive and release the Clinton Chamber of Commerce ("Chamber"), its affiliates (including, but not limited to, Mississippi College, SISU, and the City of Clinton ("Affiliates")), directors, officers, administrators, representatives, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, vendors, contractors, licensees, their representatives and successors and other persons (collectively, the "Releasees"), from any and all claims, liabilities, actions, demands, expenses, and attorneys' fees arising out of my volunteer activities (collectively, "activities").

I understand that the nature of my activities may involve physical activity, contact with unidentified or unfamiliar persons or other potential risk of bodily injury or damage to property, and I hereby voluntarily assume full and complete responsibility for,

and the risk of, any injury (including death or dismemberment), accident or lost/stolen property which may occur during my activities.

I attest that I am medically and physically able to volunteer. If I experience any doubt as to my ability to successfully and safely volunteer, I take full responsibility for consulting a physician. I consent to emergency medical care and transportation in the event of injury to me as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligence during emergency rescue operations.

I agree to observe and obey all laws, rules and safety procedures that relate to my activities. I agree to exhibit appropriate behavior at all times and conduct myself in such a manner as not to diminish the reputation of the Releasees or endanger the safety of or negatively affect this event or any person, facility, or property.

# Image / Recording / Results Release / Privacy Policy

I give the Releasees the irrevocable, perpetual and worldwide right to use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of, for any purpose whatsoever, wherever, and whenever and without compensation, any personal statements, photographs, videotapes, audiotapes, and other recordings of me that are made during the course of my activities and any original material created by me in connection with my activities. Without limiting the foregoing, I agree that all personal information provided by me in connection with my activities may be used by Affiliates in accordance with their privacy policies.

# **Confidential Information**

I understand that as a volunteer, I may become privy to confidential information about a Releasee. I agree to maintain the confidentiality of any information about each Releasee's business operations, organizational structure, employee information, financial operations, marketing strategy, organization, donor lists and amounts, plans for upcoming events, current or proposed business transactions and sponsorships, and any proprietary information such as computer software and programming and the like that is not otherwise publicly disclosed. I will not use any confidential information in any manner that would be detrimental to a Releasee.

# **Miscellaneous**

This Release shall be construed under the laws of the state of Mississippi. In the event any provision of this Release is deemed unenforceable by law, (i) Affiliates shall have the right to modify such provision to the extent necessary to be deemed enforceable; and (ii) all other provisions of this Release shall remain in full force and effect.

I certify that I am at least 18 years of age. I understand that I have given up substantial rights by accepting this Release and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my acceptance to be a complete and unconditional release of liability to the greatest extent allowed by law.

PRINTED Name of Volunteer:	 	
Volunteer Signature:		
Parent or Guardian Signature: (if volunteer is under age 18)		
Date:		