

Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") by the person named above (the "Volunteer") is executed, as of the date set forth above, in favor of Omar's dream Foundation, a nonprofit corporation, and its directors, officers, employees, and agents (collectively "ODF").

The Volunteer desires to work as a volunteer for ODF and engage in the activities related to Omar's Dream Run and other activities related to raising funds for, and supporting the goals of, ODF (the "Activities"). The Volunteer understands that the Activities may include physical labor, exposure to hazardous conditions, and other circumstances that may result in personal injuries. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. <u>Release and Waiver</u>. Volunteer does hereby release and forever discharge and hold harmless ODF and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Volunteer's Activities with ODF.

VOLUNTEER UNDERSTANDS THAT THIS RELEASE DISCHARGES ODF FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST ODF WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM VOLUNTEER'S ACTIVITIES WITH ODF, WHETHER CAUSED BY THE NEGLIGENCE OF ODF OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. VOLUNTEER ALSO UNDERSTANDS THAT ODF DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, IN THE EVENT OF INJURY OR ILLNESS.

- 2. <u>Medical Treatment</u>. Volunteer does hereby release and forever discharge ODF from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with ODF.
- 3. <u>Assumption of the Risk</u>. The Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities, and releases ODF from all liability for injury, illness, death, or property damage resulting from the Activities.
- 4. <u>Insurance</u>. The Volunteer understands that, except as otherwise agreed to by ODF in writing, ODF does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.
- 5. <u>Photographic Release</u>. Volunteer does hereby grant and convey unto ODF all right, title, and interest in any and all photographic images and video or audio recordings made by ODF during the Volunteer's Activities with ODF, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Volunteer also agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.