

every victory counts®

WAIVER AND RELEASE AGREEMENT

I hereby acknowledge and agree that attendance at and participation in any Davis Phinney Foundation (hereafter "DPF") events, performances, activities or programs ("Programs") comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with my attendance and/or participation, including but in no way limited to illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with my attendance and participation, and that said list in no way limits the operation of this Agreement.

The coronavirus, COVID-19, is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Attending or participating in DPF Programs could increase the risk of contracting COVID-19.** There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, DPF cannot guarantee that I will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. DPF in no way warrants that COVID-19 infection will not occur through attendance at or participation in DPF Programs or otherwise accessing DPF facilities.

In consideration of my attendance at and/or participation in DPF Programs, I agree to release, and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, hereby do release DPF and its officers, directors, employees, volunteers, agents, representatives, insurers, successors and assigns ("Releasees") from any causes of action, claims, losses, costs or demands (collectively, "Claims") of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against DPF on account of any personal injury (including illness, injury, disability or death), property damage, or other loss arising out of or in any way related to my attendance at or participation in the DPF Programs, whether that attendance or participation is supervised or unsupervised, however the loss occurs, including, but not limited to the negligence of Releasees.

In consideration of my attendance at or participation in the DPF Programs, I, the undersigned participant, agree to indemnify and hold harmless Releasees from any and all Claims of any nature whatsoever arising out of or in any way related to my attendance and/or participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my attendance at and/or participation in the DPF Programs and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including illness, personal injury, disability, death, or property damage, I sustain while attending and/or participating in DPF Programs and that by signing this agreement I hereby release Releasees from all liability for such loss or damage.

I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my attendance and/or participation. I agree that if any portion of this agreement is held invalid, the remainder will continue in full legal force and effect. My signature below indicates that I am at least eighteen years of age and that I have read and understand the above statements and intend to be bound legally by their terms. If I am signing on behalf of another person, I warrant that I have full authority to sign on their behalf.

Date:	
Attendee/Participant Name (Print)	Signature
Parent/Legal Guardian Name and Relationship (Print)	Signature
Photo & Video Release (please initial)	
I grant the Davis Phinney Foundation, it to take photographs and/or video of me, in connection Communities TM Leadership Conference I agree that the Davis Phinney Foundation quotations by me with or without my name and for any to education, publicity, illustration, advertising, and W	on may use such photographs of and y lawful purpose, including but not limited
Date:	