

## FroYo Run\* Volunteer Waiver and Release of Claims, Assumption of Risk and Warning of Risk

\*FroYo Run is a brand owned and operated by XRL Events LLC (XRL)

Name: \_\_\_\_\_

Email: \_\_\_\_\_ (Never shared with 3<sup>rd</sup> parties. Used to keep you in the loop about FroYo Run)

**Instructions:** Please read the following FroYo Run Volunteer Waiver carefully, as it affects your future legal rights. By signing your signature below, you acknowledge that you have carefully read and fully understood this waiver and agree to the terms.

### FROYO Run WAIVER & RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

1. I understand that volunteering in the FroYo Run (The Event) is a hazardous activity.
2. I certify that I am physically fit and have no medical condition that would make volunteering at the Event more hazardous.
3. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by XRL through its employees, representatives or agents, and to abide by any decision of any Event official relative to my ability to safely compete in the Event.
4. I agree to obey all civil and criminal laws at all times while participating in or attending The Event.
5. I assume all risks associated with volunteering in The Event including, but not limited to: falls, contact with others (including participants, staff, or spectators), negligent or wanton acts of other participants or volunteers, lifting and setting up equipment, consuming and serving frozen yogurt, participating in festival or party area activities, any defects or conditions of premises, and the effects of weather including high heat and/or humidity.
6. I agree that XRL is not responsible for any personal items or property that is lost or stolen at The Event.
7. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate and that his 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.
8. I understand and agree that pets, bicycles, wagons, and other wheeled means of conveyance are NOT permitted at The Event, with the exception of wheelchairs and certified service animals.
9. I consent to the use of my image in photographs, motion pictures or recordings taken at The Event for use in XRL, registered vendor, and official sponsor advertising, marketing, publication, or promotion.
10. I consent to the use of any image, photograph, motion picture, or recordings I take at The Event and post publicly on the internet for use in XRL's advertising, marketing, publication, or promotion.
11. I agree that I will not be compensated financially or otherwise for volunteering my time.
12. I agree that XRL reserves the right to cancel the Event in the event of extreme weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that, in XRLs discretion, will protect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of my registration fee.
13. I understand and agree that I am expected to exhibit appropriate behavior at all times and to obey all laws. This includes, generally, respect for all people, equipment, and facilities. XRL may dismiss me, should my behavior endanger the safety of or negatively affect a race, person, facility, or property of any kind.
14. I attest that, if I am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment; I did consult a physician before volunteering at The Event.
15. \_\_\_\_\_ (initial) I verify that I am at least 18 years old and have read and understand the 14 points above, OR I am at least 13 years old and my parent/guardian has read and understands these 14 points above.

**FROYO RUN WAIVER & RELEASE OF ALL CLAIMS / ASSUMPTION OF RISK**

I understand that XRL is committed to conducting its Event in a safe manner and holds the safety of its volunteers in the highest regard. I understand that XRL continually strives to reduce such risks and insists that all volunteers follow safety rules and instructions that are designed to protect the volunteer’s safety. I also understand, however, that volunteers and parents/guardians of minors registering for The Event recognize that there is an inherent risk of severe physical injury and/or death when choosing to volunteer in The Event. I am solely responsible for determining if I am (or my minor child/ward is) physically fit and/or sufficiently skilled to volunteer for The Event. I recognize and acknowledge that there are risks of physical injury to volunteers at The Event, and I freely and voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I (or my child) may sustain as a result of said participation. I approve my (or my child’s) volunteering in the Event. I assume all risks and hazards incidental to such volunteering in The Event, and I release, absolve, indemnify, and agree to hold harmless XRL, its owners, officers, past and present employees, agents, representatives, assigns, administrators, executors, other volunteers, and all city, county and state governments, and all Event sponsors, their representatives and successors, and Venues, their representatives, owners, and employees, and other persons, for any claim arising out of an injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child’s) volunteering in The Event.

\_\_\_\_ (initial) I acknowledge that I have carefully analyzed, accepted, and agreed to the terms of this Release of Claims, Assumption of Risk and Warning of Risk, know and understand its contents, and sign on my own free act and deed.

I have read and fully understand all the information in this **FroYo Run Volunteer Waiver and Release of Claims, Assumption of Risk and Warning of Risk**, and release of all claims

\_\_\_\_\_  
Volunteer Name (Please print clearly)

\_\_\_\_\_  
Volunteer Name (Signature)

\_\_\_\_\_  
Date

**ONLY COMPLETE THE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18**

I, the parent or guardian of the above named participant, hereby give my approval to this child’s participation in the FroYo Run event and its activities.

\_\_\_\_ (initial) I acknowledge that I have carefully analyzed, accepted, and agreed to the terms of this Release of Claims, Assumption of Risk and Warning of Risk, know and understand its contents, and sign on my own free act and deed.

I have read and fully understand all the information in this **FroYo Run Volunteer Waiver and Release of Claims, Assumption of Risk and Warning of Risk**, and release of all claims

\_\_\_\_\_  
Child/Volunteer Name (Printed)

\_\_\_\_\_  
Parent of Guardian Name (Printed)

\_\_\_\_\_  
Parent or Guardian Name (Signature)

\_\_\_\_\_  
Date

