CALIFORNIA DIVISION, INC.

TEAM NUMBER:_____
PRINT NAME:
_____

GROUP
RELEASE AND WAIVER OF LIABILITY

Each of the undersigned (each a "Participant"), in exchange for being permitted to participate in the **American Cancer Society's Relay For Life**, hereby, on behalf of Participant and Participant's heirs, executors and administrators, each releases, waives discharges and covenants not to sue the American Cancer Society, California Division, Inc. ("ACS"), the owner of the site at which the event is taking place (the "Site Owner"), or any of their respective affiliates, Directors, employees, agents, contractors, volunteers, or other event personnel whether volunteers or paid staff (collectively, the "Releasees") from any and all liability, claims, demands, damages, causes of action, losses, or expenses (including attorneys' fees and expenses) to a Participant, on account of physical, mental, or emotional injury, or death of the person of a Participant or to the property of a Participant, *whether such injury or death be caused by the negligence, gross negligence of the Releasees or otherwise, suffered either during the event or while traveling to or from the event.*

Notwithstanding any other provision of this Release and Waiver of Liability, each Participant releases ACS and the Site Owner, but no other Releasee, from any liability whatsoever arising from any injury, damage, or death to Participant where said injury, damage, or death is the result of, or arises from any intentional or criminal conduct upon the part of an ACS or Site Owner employee, agent or volunteer. Each Participant hereby assumes full responsibility for and risk of bodily injury to or death of Participant due to the negligence or gross negligence of Releasees and also releases ACS and the Site Owner, but no other Releasee, from any and all liability for the intentional or criminal acts of its volunteers, agents, and/or employees while Participant participates in or travels to and from the event.

Each Participant further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Each Participant has read and voluntarily signs this Release and Waiver of Liability, and further agrees that no oral representations, statement or inducement apart from the foregoing have been made, and that this Release and Waiver of Liability may only be modified with respect to a Participant by a written document signed by such Participant and a duly authorized representative of ACS and of the Site Owner.

If a Participant is a minor child, then the undersigned hereby states that he/she is the parent or legal guardian of the minor child and, as such, has the authority to and hereby does sign this Release and Waiver of Liability on behalf of the minor child.

NAME OF PARTICIPANT	SIGNATURE OF PARTICIPANT OR GUARADIAN	DATE