

Rule 62 Foundation
Lake Powell Sober Adventure | October 2024
WAIVER OF RELEASE AND LIABILITY
(To Be Completed Separately by Each Participant)

The Participant, or the Parent/Legal Guardian of the Participant (collectively, “I”, “My”) named below desires to participate in Rule 62 Foundation’s *Sober Social Event*, a week-long sober social event held at the Colorado River (Lake Powell) (the “**Event**”). In consideration of being permitted by Rule 62 Foundation (the “**Foundation**”) to participate in the Event, and in recognition of the Foundation’s reliance hereto, I agree, on behalf of myself, as well as my heirs, executors, legal representatives, successors, and assigns to all the terms and conditions set forth in this instrument (this “**Release**”).

1. **Waiver and Release of Claims.** This Release generally sets forth that I expressly waive any and all rights or claims I may have or may hereafter acquire against the Foundation, its members, officers, directors, agents, volunteers, and employees (collectively, the “**Released Parties**”; each, generally, a “**Released Party**”) arising out of any injury, harm, damage, or loss of any kind to body or property, death, or property damage, whether known or unknown, including, without limitation, the transmission of infectious or communicable disease, and/or attorneys’ fees (collectively “**Losses**”) suffered or incurred by me arising out of or in any way related to the Foundation’s preparation, execution or fulfillment of the Event, whether or not such Losses were caused by the ordinary negligence or omission of the Foundation or any other person.

I expressly waive and release any and all claims that I may have for any Losses, whether known or unknown, against the any Released Party arising out of or attributable to my participation in the Event, whether arising out of the ordinary negligence of any Released Party. I expressly agree not to make or bring any such claim against any Released Party, and forever release the Released Parties from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by this Release.

2. **Physical Condition.** I hereby represent and certify that I do not suffer from any physical infirmities or chronic illnesses that will prevent me from participating in the Event. I further represent and certify that I am medically, physically, and in all other respects, fit and fully capable to participate in the Event. I understand and acknowledge that participation in the Event may be physically demanding and that I should not participate unless I am medically and physically able to do so. Furthermore, I understand and agree that I am responsible for knowing my own physical condition and making my own decisions regarding participating in the Event, and any optional Expedition activities.
3. **Event Activities and Excursions.** The Event will include certain activities and excursions—some of which are Inherently Dangerous or Potentially Dangerous Activities (as defined in Section 4 of this Release)—including, but not limited to:
 - a) An overnight camping trip that will include men and women attendees;

- b) Daily boating excursions in and around Lake Powell;
- c) Other optional experiences and excursions, that may include, among other things:
 - i) Jet Ski/Waverunner, wakeboarding, water skiing, etc.
 - ii) Swimming;
 - iii) Hiking excursions;
 - iv) Cliff diving;
 - v) Use of fireworks.
 - vi) Other activities led by Foundation staff and volunteers.

4. **Inherently Dangerous or Potentially Dangerous Activities.** I acknowledge and understand that participation in the Event may involve Inherently Dangerous and Potentially Dangerous Activities that carry risks of serious injury, disability, death, and property damage. These risks arise from the risks and dangers inherent in participating in physical and outdoor activities in and around the Colorado River (Lake Powell) including, but not limited to, extreme winds, extreme heat and cold, rapidly changing weather conditions, rough or choppy water, capsizing, exposure, drowning, hypothermia, motion/sea sickness, use of equipment provided by one or more third parties, and unforeseen acts of third parties. I further acknowledge and understand that such risks may arise or be exacerbated as result of my own actions, the actions of other participants, or the actions of third party participants in the Event. I acknowledge and understand that the Foundation does not control the conduct of the other participants or of any other third party.
5. **Assumption of Risk.** Notwithstanding the inherent risks and dangers arising from participation in the Event, I acknowledge that I am knowingly and voluntarily participating in the Event (including any optional event activities and excursions I may decide to participate in) with an express understanding of the risks and dangers involved—including, Inherently Dangerous and Potentially Dangerous Activities—and am knowingly and voluntarily accepting and assuming any and all such risks of injury, disability, death, property damage, and any other consequences that may result, directly or indirectly, from my participation in the Event, including, without limitation, any optional Event activities and excursions I may decide to participate in, as well as my presence at or travel to and from the Event regardless of the cause on behalf of myself, as well as my heirs, executors, legal representatives, successors, and assigns.
6. **Media Rights.** I understand and am aware that the Foundation may take photographs, make audiovisual recordings, and create other works that include my name, image, likeness, or voice (collectively, the “**Media**”) in connection with the Event.

- a) I agree that the Foundation owns the Media, consent to the Foundation's use of the Media, and grant to the Foundation the unrestricted, perpetual, and worldwide right and license to use the Media in any medium as the Foundation determines, in its sole discretion, is appropriate to promote or otherwise further the Foundation's charitable purposes.
 - b) I hereby assign, without limitation, to the Foundation all rights, title, and interest I may have in or to any Media and understand and acknowledge that I will not be entitled to inspect or approve the Foundation's use of the Media, to receive notice of the Foundation's use or publication of the Media, or to receive any remuneration or compensation in connection with the Foundation's use of the Media.
 - c) Furthermore, I—intending to be legally bound for myself, my heirs, my executors, and my legal representatives—hereby expressly, fully, and forever release, discharge, and acquit the Foundation from all claims, demands, or causes of action that I may have hereafter against the Foundation, whether for claims relating to copyright, violation of rights of publicity or privacy, false light, libel, or anything else, by reason of the Foundation's use of my name, image, likeness, or voice in connection with the Media and any publicity pertaining thereto.
 - d) If I do not wish to be included in the Media, I understand and agree that I must provide written notice to the Foundation concurrent with delivering an executed copy of this Release to the Foundation that I am withholding my permission and consent to be included in the Media. I further acknowledge and agree that my failure to deliver concurrent written notice to the Foundation in accordance with the preceding sentence shall be deemed conclusive evidence of my consent and agreement to the provisions of paragraphs (a) through (c) of this Section.
7. **Indemnification.** I agree to defend, indemnify, and hold harmless the Released Parties from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, without limitation, reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, awarded against the Released Parties in a final, non-appealable judgment arising out of or resulting from any claim of a third party related to my participation in the Event, including any claims arising out of my own negligence or the ordinary negligence of any Released Parties.
8. **Entire Agreement.** I understand and agree that this Release constitutes the sole and entire agreement between the Foundation and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. As such, this Release is binding on and inures to the benefit of the Foundation (and the other Released Parties) and me and my respective heirs, executors, legal representatives, successors, and assigns.
9. **Choice of Law; Venue.** All matters arising out of or relating to this Release, including tort and statutory claims, will be governed by and construed in accordance with the internal laws of the State of California, without regard to any conflict of law principle that would cause the

substantive law of another jurisdiction to apply. The exclusive venue for the resolution of any dispute arising out of or relating to this Release is the state and federal courts having jurisdiction in Orange County, California, and each party hereby submits to personal jurisdiction in that forum and waives any objection to that forum, including any objection based on forum non conveniens.

10. Severability. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such term or provision shall be severed from this Release, and such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. Waiver of Rights, Benefits, and Protections under California Civil Code § 1542. I understand that by signing this Release, I am waiving any and all claims of any kind arising out of or attributable to my participation in the Event, including those claims that may be unknown to me or which I do not suspect to exist at this time. With the intention of waiving all known and unknown and unsuspected claims, I expressly waive all rights, benefits, and protections I may have under California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Participant or Participant's Parent/Legal Guardian Initial

12. Acknowledgment of Release. By signing below, I acknowledge and certify that:

- a) I have the legal right to consent to and do hereby consent to the all of terms and conditions contained in this Release.
- b) I have carefully read and fully understand this Release and all of its terms;
- c) I fully understand this Release is a legally binding document and that I am voluntarily giving up substantial legal rights;
- d) This Release prevents me and any other person from filing a lawsuit or from making any other legal claims for damages against the Foundation or its Releasees if I am injured or die as a result of my participation in the Event;
- e) I agree that I am solely responsible for the decision to participate in the Event and that I accept all responsibility for any harm, including, but not limited to, any injury or death that I may experience;

- f) The Foundation makes no representations or warranties of any nature regarding my travel involving the Event; and
- g) I have been encouraged and had the opportunity to seek independent legal counsel concerning this Release including, but not limited to, my rights, duties, obligations, release of liability, and waivers.

Participant:

Printed Name: _____ Phone: _____

Signature: _____ Date: _____

Birthdate: _____

If Participant is not 18 years old, Participant's parent or legal guardian must sign below.

Parent/Legal Guardian of Participant:

By signing below, I certify that I am Participant's parent or legal guardian and as such have the legal right to act on Participant's behalf. I further certify that I have carefully read, understand, agree, and consent to all of the terms and conditions contained in this Release on Participant's behalf. Participant has my full consent and permission without reservation to participate in the Event pursuant to all of the terms and conditions contained in this Release.

Printed Name: _____ Phone: _____

Signature: _____ Date: _____

Relationship to Participant who is a minor individual: _____