



RACE AGAINST PH – Virtual 2020 Assumption of Risk, Release of Claims and Hold Harmless Agreement

The parties to this Agreement are _____ (Participant),
_____ (Participant's parents or legal guardian, if Participant is under 18, all referred to hereafter jointly and severally as "Participant") and the Board of Trustees of the Leland Stanford Junior University its officers, trustees, faculty, agents, representatives, volunteers, students and employees (collectively referred to hereafter as "Stanford") for _____ ("Program").

Assumption of Risk. Participant is a voluntary participant in this Program. Participant understands and agrees that the Program and any related activities may be dangerous, and that neither the Program nor Stanford can guarantee the safety of Participant.

Participant is responsible for researching and evaluating the risks they may face and is responsible for Participant's actions. Any activities in which Participant may take part, whether as a component of the Program or separate from it, have been undertaken with Participant's understanding and acceptance of any and all risks involved, which include but are not limited to physical or psychological injury, pain, suffering, disfigurement, temporary or permanent disability, economic or emotional loss, property loss or damage, loss of income or career opportunities, and/or death. Participant understands that these injuries or outcomes may arise from their own or others' actions, inaction, or negligence; conditions related to travel; or the condition of the location where the Program is taking place.

Nonetheless, Participant assumes all related risks, both known or unknown, whether or not listed above, of their participation in the Program, including travel to, from and during the Program.

Physical Condition and Insurance. Participant attests that Participant is physically and mentally capable of participating in the Program, and living/traveling off the Stanford campus within or outside the United States, and has no known health or other restrictions that might jeopardize Participant's safety or health or the safety or health of others during their participation in the Program. Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required. If Stanford learns that Participant is experiencing serious health problems or has suffered an injury, or is otherwise in a situation that raises significant health and safety concerns, Stanford may contact Participant's emergency contact, and share Participant's personal information and documents (including health information) with third parties in furtherance of protecting Participant's health, safety or security. Participant agrees to hold harmless and indemnify Stanford from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said contact, medical treatment or emergency care.

Participant agrees to be solely responsible for payment in full of all costs of medical or emergency care they may receive, including without limitation emergency evacuation services.

Photo/Video Release. Participant agrees that Stanford may record, edit, use, reproduce, publish and distribute by way of any and all media and transmission, the visual and/or audio likeness of Participant and other commentaries, information, and materials the Participant may provide in connection with the Program, which includes, without limitation, Participant's name, biographical information, recorded voice, likeness, commentaries, presentation materials, and/or performance at the Program. Stanford is further granted permission to use such materials for educational, fund-raising, promotional or other purposes worldwide and in perpetuity, to the extent permitted by applicable law. Participant agrees that Stanford will be held harmless from any liability that may arise regarding the production, use, and distribution of such materials as described herein, and Stanford is hereby released from any claims relating to the rights granted above.

Waiver and Release of Claims. In consideration of being accepted into and/or participating in the Program, Participant agrees to and hereby does, for Participant and on behalf of Participant's heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, release and discharge Stanford of and from any and all claims which may arise from any cause whatsoever, including claims arising from any negligent act or omission by Stanford or others. Participant further releases and discharges Stanford from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences, arising or resulting directly or indirectly from Participant's participation in the Program.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless Stanford from any and all claims of injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, that may arise as a result of participation in the Program. If Stanford incurs any of these types of expenses, Participant agrees to reimburse Stanford. Participant understands and acknowledges that no travel is permitted in connection with Participant's participation in the Program. To the extent Participant engages in any travel in connection with Program, chooses to enter or remain in a location before or after participation in the Program, engages in activities that are not part of the Program, or chooses voluntarily to end participation in the Program, Participant recognizes and agrees that Stanford shall not be acting as their sponsor. If and to the extent Participant may cause or sustain personal injury or other damage to themselves or others, or damage or loss to their own or others' property, Participant understands that neither Stanford, nor any of its trustees, officers, directors, representatives, agents, employees, or volunteers will be held responsible regardless of cause or fault.

Adherence to Standards and Travel Restrictions. Participant understands and agrees to abide by all laws, rules, regulations and public orders of the country, state or province, including the Center for Disease Control and University guidance and policies, rules, and regulations applicable to the Program, including without limitation Stanford's policies in the context of the Covid-19 pandemic located at: <https://healthalerts.stanford.edu/>.

Participant is solely responsible for evaluation, understanding and complying with visa and entry requirements of the location.

Severability. It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

Termination of Participation. Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion, Stanford or its representative may terminate Participant's participation at any time, including during the Program. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Program, nor shall Stanford be required to make any refund for personal expenses incurred by the Participant.

Program Modification and Cancellation. Stanford reserves the right to cancel or modify the Program before or during its operation for any reason, including natural disasters, disease, epidemics, pandemics, emergencies, power of government or governmental agency or authority, low enrollment, unavailability of facilities/personnel, compliance with the University travel policy, or any other cause which is beyond the control or authority of Stanford and either makes performance of this Agreement illegal, impractical and/or in the reasonable judgment of Stanford, threatens the safety and wellness of its students, employees and/or community members.

Registration. Participant represents and warrants to Stanford that Participant has full legal authority to complete this event registration, including full authority to make use of the credit or debit card to which registration fees will be charged. If Participant is a child under the age of 18 or an incapacitated adult, Participant's parent or legal guardian represents and warrants that he/she is the parent or legal guardian of Participant and has the legal authority to enter into this Agreement on their behalf, and by proceeding with this event registration, Participant's parent or legal guardian agrees that the terms of this Agreement shall apply equally to all Registered Parties. By registering a child under the age of 13, Participant's parent or legal guardian agrees and consents to the collection of that child's information which Participant's parent or legal guardian provides for the purposes of registration.

Entry Fee Non-Refundable. I understand that my entry fee is nonrefundable and nontransferable.

Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in the State Courts, Santa Clara County, California.

Construction and Scope of Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that they have read this Assumption of Risk, Release of Claims and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms.

Date:

Participant Signature: _____

Participant's Name Printed: _____

Date:

Signature of Custodial Parent or Legal Guardian (if Participant under 18):

Custodial Parent or Legal Guardian Name Printed: _____