

Acceptance of 9/11 Day Terms and Conditions, Waiver and Release

Please carefully read the following. By entering this venue, or participating in this 9/11 Day Meal Pack event (the “Service Project”) as a volunteer or as a staff member, you acknowledge receipt of, and agree to our full Terms and Conditions that shall govern your participation, and the waiver and release described herein, and hereby release 9/11 Day and its suppliers and partners, and each of their respective subsidiaries and affiliates (collectively the “9/11 Day Parties”) from any and all liability whatsoever in connection with the Service Project.

Liability Waiver

In consideration for being permitted to participate as a volunteer in the Service Project being organized in observance of 9/11 under the management of 9/11 Day, you acknowledge that your participation in the Service Project may subject you and your family to inherent risk of injury, sickness or death, and you fully and forever hereby discharge, release, and hold harmless the 9/11 Day Parties, their volunteers, and each of their respective partners, sponsors, affiliates, directors, officers, managers, employees, contractors, agents, and representatives (collectively, “Released Parties”) from any and all claims you may have for any injury, sickness or death, temporary or permanent disability, loss, damages, liabilities, expenses and/or causes of action, now known or hereinafter known, to person or property, that may occur before, during, or after the Service Project, related in any way to your participation in the Service Project, to the greatest extent permitted by applicable law, whether caused by the negligence of the Released Parties or by any other reason. You acknowledge and agree that this Acceptance 9/11 Day Terms, Conditions, Waiver, and Release (this “Waiver”) is intended to be, and is, to the extent permitted by applicable law, a complete release of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death and/or property damage sustained by you while participating in the Service Project.

You agree, for yourself and all your heirs, to the extent permitted by applicable law, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which you or your heirs may have as a result of any personal injury, death or property damage that you may sustain while participating in the Service Project.

Media Release

For consideration, the receipt and sufficiency of which is hereby acknowledged, you irrevocably give the 9/11 Day Parties permission, and grant to the 9/11 Day Parties the right, to film, record, and photograph you (the “Recording”) in connection with the Service Project. You hereby irrevocably grant and license to the 9/11 Day Parties the rights to digitize, modify, create derivative works, display, publish, reproduce, license, and otherwise use, and permit others to use, the Recording, including but not limited to using your name, image, likeness, and voice as they appear in the Recording, in perpetuity, throughout the universe, in any and all media and formats without further consent from or any royalty, payment, or other compensation

to you. Further, you hereby irrevocably permit, authorize, and license the 9/11 Day Parties to identify you by name and use your name, likeness, appearance, and voice, in connection with the Service Project and advertising and promotion of the Service Project and the 9/11 Day Parties. You agree that the 9/11 Day Parties are and will be the sole and exclusive owner of all right, title, and interest in and to the Recording, including but not limited to all copyrights and other intellectual property rights therein, in perpetuity throughout the universe.

To the fullest extent permitted by applicable law, you hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now or hereafter known in any jurisdiction throughout the world arising directly or indirectly from the 9/11 Day Parties' exercise of their rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of the Recording. You hereby release and fully discharge the 9/11 Day Parties, their successors and assigns and all persons acting under their permission or authority, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the recording, taking of, or in any processing of the Materials or tending toward the completion of the finished product.

You hereby waive any right that you may have to inspect or approve the finished product or advertising or other copy that may be used in connection therewith or the use to which it may be applied.

Allergy Notification

The 9/11 Day Parties do not guarantee an allergen-free environment. You understand the food used in packing meals at the Service Project may contain wheat, soy, nuts, dairy, or other allergens. You confirm that you have disclosed any food allergies to the event coordinator and will follow all food-handling instructions, and will assume such inherent risks.

Physical Activity Disclosure

You recognize and understand that the 9/11 Day Parties are not responsible for the inherent risks of physical and mental conditions, illnesses and/or injuries associated with: (a) participation in the Service Project; and (b) engaging in any exercise or physical activity, including heavy lifting, repetitive motions, or standing for extended periods. You recognize that it is your sole responsibility to determine your physical fitness for any activities in connection with the Service Project.

Emergency Medical Treatment

In the event of injury or illness, you authorize 9/11 Day Parties to seek emergency medical treatment on my behalf at your expense, and you agree to hold harmless 9/11 Day Parties for providing or arranging such medical care."

Age Limitations

You hereby warrant that you are of full age (18 years of age or older), and that you have every right to contract in your own name and further that you have read the Waiver, prior to its execution, and that you are fully familiar with its contents and that you agree to be bound by its terms and conditions. If you are participating in this Service Project with a minor, you are the parent or legal guardian of the minor, you understand and agree to monitor the minor's participation, agree that you have the authority to bind the minor to all the terms of this Waiver, you are responsible for the minor following the rules and procedures provide to them, as set forth herein, and shall assume liability for any injuries or illnesses that may result from the minor's participation in this Service Project.

Severability

Furthermore, if any provision or term of this Waiver is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision. Rather, the invalid, illegal, or unenforceable provision or term shall be modified to the extent necessary so that it is valid, legal, and enforceable and to the fullest extent possible reflect the intention of the parties hereto. No waiver of any provision in this Waiver by the Released Parties shall be effective unless in writing, signed by an authorized representative of the Released Parties, and the failure of the Released Parties to enforce any provision of this Waiver shall not constitute a waiver of such provision.

Jurisdiction/Arbitration

Any claim or dispute arising from your participation in this Service Project, or our Terms and Conditions, including this Waiver shall be brought before, and resolved through binding arbitration under the rules of the American Arbitration Association. All such claims or disputes shall be governed by and construed under the laws of California, and any claim or dispute arising from your participation or our Terms and Conditions must be brought in the County of Orange, California. This Waiver shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties.

Consent and Acknowledgment

I acknowledge that I have read and understand the above terms and voluntarily agree to them by participating in this Service Project.

Signature _____ Date _____

For questions, please contact 9/11 Day at info@911day.org.