

The Society of Mayflower Descendants in the State of California, Inc.
The Voyage of Hope - 1620

Volunteer Release and Waiver of Liability Agreement

In connection with your or your child's participation in the 2020 Rose Parade®, you agree to the terms and conditions of this Volunteer Release and Waiver of Liability Agreement (the "Release") in favor of The Society of Mayflower Descendants of the State of California, Inc., a non-profit organization organized and existing under the laws of the State of California, and each of its directors, officers, members, employees, agents, and affiliates (the "Society"). This Release shall apply to any of your or your child's services to the Society in connection with the Rose Parade, as expressly directed by, and under the supervision of, the Society. The scope of your or your child's services is limited to a volunteer position. No compensation or benefits of any kind will be paid in return for your or your child's services. As set forth below, you agree not to hold the Society responsible in the event of any personal injury or other harm you or your child may suffer, except in the case of willful or reckless conduct by the Society.

By clicking "I consent", you agree to be subject to the terms and conditions set forth below. If you have a child under the age of 18 who plans to serve as a volunteer, then by clicking "I consent," you agree on behalf of your child that he or she will be subject to these terms and conditions. In the event you are consenting on behalf of a child, the words "you" or "your" shall refer to your child. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY:

1. **Waiver and Release of Liability:** In consideration of the Society's agreement to utilize your services, you agree to release and forever discharge and hold harmless the Society from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from your services. This Release discharges the Society from any liability or claim that you may have, including with respect to bodily injury, personal injury, illness, death, or property damage that may result in connection with your services, or occurring while providing such services, except in the case of willful or reckless conduct by the Society.
2. **Insurance:** At its sole discretion, the Society may offer certain insurance benefits in connection with your services. If such insurance is obtained, the Society will make reasonable efforts to notify the applicable insurance carrier(s) if and to the extent a covered claim occurs in connection with your services.
3. **Release of Rights to Photographic Recordings, Images or Other Personal Information:** You grant and convey to the Society all rights, title, and interests in any and all photographic images or other recordings of you, including but not limited to any video or audio recordings, as well as any social media postings, blog postings, or other published accounts that include your likeness, voice, or other personal information, made in connection with the Rose Parade.
4. **Entire Agreement.** This Release is the entire agreement between you and the Society, and cannot be modified except by a written agreement signed by the parties.
5. **Governing Law:** This Release shall be governed and interpreted in accordance with the laws of the State of California, without giving effect to any of its conflicts of law provisions. Any claim you make shall be arbitrated before the American Arbitration Association, pursuant to the terms of its Commercial Arbitration Rules. Any arbitration shall take place in Oakland, California, where the Society is headquartered.
6. **Severability.** In the event that any clause or provision of this Release shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the validity of the remaining provisions of this Release, which shall continue to be enforceable.