



## 2022 Walk For Freedom Participant Registration, Waiver and Release of Claims

(Please print legibly)

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Date of Birth (Month and Year):** \_\_\_\_\_

### **ALMOST DONE!**

Please continue to review and sign the following Walk For Freedom Waiver and Release of Claims. Please note that you must accept the Waiver and Release of Claims, by signing on the last page, in order to participate in the Walk For Freedom.

### **WALK FOR FREEDOM (WFF) WAIVER AND RELEASE OF CLAIMS, INTELLECTUAL PROPERTY RIGHTS RELEASE and WEBSITE USE for EU/EEA WFF PARTICIPANTS**

IF DURING THE PARTICIPATION REGISTRATION PROCESS YOU ACKNOWLEDGED THAT YOU WERE UNDER THE AGE OF 18 YEARS YOU MUST HAVE YOUR PARENT OR GUARDIAN SIGN THIS RELEASE AND WAIVER ON YOUR BEHALF

You have offered to voluntarily participate in an agreed WFF event (the “Event”) and The A21 Campaign Limited, a company limited by guarantee, incorporated in England and Wales (company no. 7335469 and charity registration no. 1140754) and its subsidiaries, licensees, successors and assigns (together “A21”) has agreed to allow such participation on condition that you grant this consent, waiver and release of liability and rights (“Release and Waiver”) and accept certain other terms and conditions attaching from time to time to volunteer participants in A21 activities.

This Release and Waiver is hereby executed and unconditionally accepted by you as a volunteer WFF participant (hereinafter, “WFF Participant”), on the date you check the box and click on the “submit” button above or on the date written below by you, the undersigned, for the agreed Event in favor of A21 and A21’s Related Entities.

A21’s Related Entities shall include A21’s subsidiary, affiliated, related and parent corporations, companies and divisions, professional corporations, members, partnerships, limited partnerships, limited liability companies, partners, limited partners, officers, directors, shareholders, board members, employees, managers, employers, associates, principals, independent contractors, administrators, agents, affiliates, experts, legal representatives, accountants and attorneys, agents for collections, other agents, representatives, insurers, trusts, trustees,



beneficiaries, executors, joint venturers, heirs, predecessors, successors and assigns – as well as any Event sponsors, other WFF participants, donors, volunteers, fundraisers or any other persons, agencies or entities associating with or present at the Event.

**A21 and its Related Entities are collectively hereafter referred to as “Releasee(s).”**

WFF Participant acknowledges and agrees that any and all representations made and releases, waivers, covenants, consents and permissions given by you are given on behalf of yourself and any and all of your minor children or persons over whom you have guardianship or responsibility which accompany the WFF Participant to the Event, attend the Event, or otherwise participate in or fundraise for the Event.

The WFF Participant acknowledges and agrees that a WFF host nominated by A21 (and not A21) will manage, guide and take responsibility for the WFF Participant and all other participants who wish to engage in certain activities and/or events with A21, including but not limited to the Event (“A21 Activities”) and you acknowledge and agree that your volunteer role and participation in these A21 Activities may include but are not limited to camping, picnicking, walking, jogging, running, bicycling, golfing, other recreational activities reasonably anticipated to be performed or associated with A21 Activities. The WFF Participant acknowledges and agrees that he/ she derives personal satisfaction and a benefit by virtue of his/her participation with A21 and/or performing the A21 Activities discussed above, and you willingly engage in the A21 Activities.

You, the WFF Participant hereby freely, voluntarily, and without influence from anyone or duress of any kind unconditionally accept and/or execute this Release and Waiver and consent and agree to each of the following

**RELEASE AND WAIVER.**

THE WFF PARTICIPANT HEREBY RELEASES, WAIVES AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST A21 AND RELEASEES, EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO CLAIMS CONCERNING THE ALLEGED NEGLIGENCE, FAULT OR MISCONDUCT OF ANY KIND ON THE PART OF A21 OR ANY RELEASEES AND CLAIMS FOR DAMAGES OR LOSSES INCLUDING BUT NOT LIMITED TO LOSS OF MONEY, GOODWILL, REPUTATION, PROFITS OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (HEREAFTER, “DAMAGES OR LOSSES”), OR ANY OTHER GRIEVANCES, ALLEGATIONS, DEMANDS, LIABILITIES, DEBTS, LOSSES, OBLIGATIONS, PROMISES, DAMAGES, INJURIES, COSTS, COMPENSATION, COMMISSIONS, INTEREST, PENALTIES, EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES), OR LAWSUITS OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO DEATH, BODILY OR PERSONAL INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY (WHETHER SUCH LOSSES, LIABILITIES OR CLAIMS BE CAUSED BY FALLS, CONTACT WITH AND/OR THE ACTIONS OF OTHER PERSONS, CONTACT WITH FIXED OR NON-FIXED OBJECTS, CONTACT WITH ANIMALS, CONDITIONS OF THE EVENT PREMISES, NEGLIGENCE OF THE RELEASEES, RISKS NOT KNOWN TO THE WFF PARTICIPANT OR NOT REASONABLY FORESEEABLE AT THIS TIME, OR OTHERWISE), BREACH OF CONTRACT, BREACH OF IMPLIED IN FACT CONTRACT, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, PROMISSORY ESTOPPEL, NEGLIGENCE, FRAUD, NEGLIGENT MISREPRESENTATION, INTENTIONAL OR NEGLIGENT INTERFERENCE WITH CONTRACT OR ECONOMIC ADVANTAGE, INDEMNITY, STATUTORY OR COMMON LAW UNFAIR COMPETITION, INVASION OF PRIVACY, AND ALL OTHER INJURIES OF ANY NATURE, KIND AND DESCRIPTION, IN LAW, EQUITY OR OTHERWISE WHETHER NOT NOW KNOWN OR ASCERTAINED – HEREINAFTER COLLECTIVELY REFERRED TO AS “CLAIMS” – WHICH RELATE IN ANY WAY DIRECTLY OR INDIRECTLY TO THE RELEASEES ACTS OR OMISSIONS OR THE WFF PARTICIPANT’S CONNECTION WITH OR INVOLVEMENT IN A21 ACTIVITIES, AND WHICH WFF PARTICIPANT OR HIS/HER HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, ASSIGNEES, NEXT OF KIN OR ANY OTHER PERSONS ACTING ON WFF PARTICIPANT’S BEHALF OR ON BEHALF OF WFF PARTICIPANT’S ESTATE, AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES (HEREAFTER “HEIRS”), MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON



THEIR BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM THE RELEASEES ACTS OR OMISSIONS OR THE WFF PARTICIPANT'S CONNECTION WITH OR INVOLVEMENT IN A21 ACTIVITIES.

**ASSUMPTION OF PARTICIPATION RISK.**

The WFF Participant understands that the A21 Activities include work that may be hazardous to the WFF Participant, including but not limited to camping, picnicking, walking, bicycling, jogging, and running, and any other activities reasonably anticipated to be performed by the WFF Participant as a part of or in any way associated with A21 Activities, and hereby knowingly assumes the risk of injury, harm and loss arising directly or indirectly in connection with or involvement in A21 Activities, participation with A21 and/or Releasees, including any injury, harm and loss caused by the negligence, fault or misconduct of any kind by or on the part of A21 or Releasees. The WFF Participant acknowledges and agrees that (i) his/her consent to and acceptance of these provisions is given in consideration for being permitted to participate in A21 Activities (ii) Participant may be prohibited from participation of continuing participation in A21 Activities if he or she does not follow all terms and conditions of this Waiver and Release and other instructions and policies notified by any A21 Activity host or organizer or A21 from time to time in connection with A21 Activities and (iii) Participant is a voluntary participant in A21 Activities. Further, WFF Participant represents that he or she is in good physical condition and is solely responsible for the WFF Participant's personal health, safety and personal property in all circumstances connected with the Event and other A21 Activities. WFF Participant knows that this Event may involve potentially hazardous activity and WFF Participant hereby voluntarily assumes full and complete responsibility for, and the risk of, any injury or accident or other loss that may occur during Participant's participation in the Event and all A21 Activities (including, but not limited to, Participant's Fundraising Activities associated with this Event) or while on the Event premises.

The Participant agrees that he or she will (i) comply, without limitation, with all relevant laws and regulations in force that relate to the Event or other A21 Activities (ii) comply with any instructions or directions issued by any A21 Activity host or organizer or by or on behalf of A21 from time to time in connection with A21 Activities (iii) not infringe the rights of any third party or make any false or misleading statements in connection with A21 Activities (iv) not do, or omit to do, anything which may bring the Event or A21 into disrepute, disparage the Event or A21, damage the goodwill associated with the Event or A21 or be otherwise prejudicial to the image and/or reputation of the Event or A21 and (v) not participate in any A21 Activity when under the influence of drugs or alcohol

**MEDICAL TREATMENT.**

WFF Participant does hereby release and forever discharge A21 from any Claims whatsoever as defined above which arise or may hereafter arise on account of any first aid, treatment, health or medical service rendered by any person in connection with the WFF Participant's involvement in A21 Activities. WFF Participant hereby grants permission to A21 to render preventative health or first-aid assistance or to seek or render any service, treatment or medical care that seems reasonably necessary, including hospitalization, for WFF Participant's health and well-being. WFF Participant agrees that A21 may give out any and all medical information, including without limitation WFF Participant's personal and health information, to any physicians, hospitals, ambulance companies, or any other health care provider in the event of an emergency and/or hospitalization, as reasonably necessary for purposes related to WFF Participant's treatment

**WEB PAGE CONTENT.**

A21 provides as a service, access to web pages to Participants to use in connection with A21 Activities ("Pages"). All donations received through the Pages are contributions for which no goods and services have been provided. WFF Participant acknowledges and agrees that Pages shall not contain any language which suggests that merchandise or services will be provided in exchange for any financial contribution or benefit offered or provided to A21 or the WFF Participant or others. WFF Participants are expressly prohibited from offering merchandise sales, prizes, raffles, giveaways, lotteries, contests, tournaments, lucky draws, or any games of chance on their Pages either as an outright token action or as an inducement to solicit donations.



#### **IMAGE AND PERSONAL DATA RELEASE.**

By signing this Waiver and Release, WFF Participant authorizes A21 to have the sole and exclusive world wide rights to use the following personal information and Intellectual Property Rights created by or on behalf of or granted by any third party to A21 in connection with A21 Activities, including the Event (1) any representation in any form of the WFF Participant – including photographic, motion picture, and electronic (video) images, including the WFF Participant’s image or likeness; (2) WFF Participant’s voice – including audio, sound and video recordings or clips, including its likeness; and (3) WFF Participant’s name (together “WFF Participant Personal Data”). WFF Participant hereby grants to A21 and its Related Entities the right to use, publish, copy, print, copyright, transfer, electronically transfer, duplicate and reproduce, for any and all purposes without limitation, WFF Participant Personal Data and printed and electronic copy of the information described in sections (1), (2) and (3) above, for any lawful purpose including but not limited to publicity, distribution, promotion, illustration, advertising, marketing, sale, copyrighting, Web interfaces, animation, education or educative curricula or conferences, press conferences, meetings, hearings, recruitment, and lobbying, in any and all media including, without limitation, cable and broadcast television and public service announcements (PSA’s), and the Internet, brochures and other print media including billboards, and in e-formats or Web formats. This grant of rights and permission extends to all languages, media, formats and markets now known or hereafter devised. Further, there is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. This grant of rights and permission shall continue forever. WFF Participant further grants A21 all right, title, and interest that WFF Participant may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grants A21 the right to give, sell, transfer, and exhibit the print in copies or facsimiles thereof, for marketing, communications, or advertising purposes, as it deems fit. WFF Participant hereby waives the right to receive any payment for signing this Release and Waiver and hereby irrevocably waives the right to receive any royalties, payment or compensation for – or arising out of or related in any way to – A21’s use of any of WFF Participant Personal Data for any of the purposes authorized by this Release and Waiver. WFF Participant also waives any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith, or to approve the eventual use that it might be applied. WFF Participant further hereby irrevocably authorizes A21 to edit, alter, copy, exhibit, publish or distribute WFF Participant Personal Data, and hereby holds harmless and releases and forever discharges A21 from all Claims which WFF Participant, WFF Participant’s Heirs have or may have by reason of this authorization. WFF Participant hereby releases, discharges and agrees to save harmless each and every Releasee as well as all persons acting under A21’s permission or upon its authority or for whom it is acting, from any liability by virtue of any lawful use or publication of WFF Participant Personal Data, including, without limitation, claims for libel or invasion of privacy.

For the purposes of this Release and Waiver “Intellectual Property Rights” shall mean all intellectual and industrial property rights of whatever nature comprised in or relating in any way to WFF Participant Personal Data anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting or relating to such intangible property

#### **NO REFUND POLICY.**

A21 reserves the right to cancel any A21 Activities, including the Event in any circumstances which in A21’s opinion (or upon independent authoritative advice) would provide an unacceptable risk to individuals or property or the reputation of A21. In that event, A21 will not refund any fees, contributions or other benefits provided by any person in connection with such A21 Activity. All such fees, contributions and benefits shall be used as a donation to The A21 Campaign Limited.



**ABSOLUTE CAP ON LIABILITY.**

THE MAXIMUM, AGGREGATE LIABILITY OF A21 UPON ANY CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THIS RELEASE AND WAIVER, INCLUDING WITHOUT LIMITATION FOR ANY USE OF WFF PARTICIPANT PERSONAL DATA AS DESCRIBED UNDER OR FOR ANY OF THE PURPOSES AUTHORIZED BY THIS RELEASE WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE DIRECT DAMAGES ACTUALLY INCURRED BY YOU UP TO THE TOTAL AGGREGATE AMOUNT OF £10

**LAW.**

This Waiver and Release shall be exclusively governed by and construed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction over all disputes arising hereunder or in connection with the subject matter hereof. The parties hereby irrevocably consent to personal jurisdiction of such courts for such purpose and waive any right to allege lack of personal jurisdiction, improper venue or inconvenient forum in any such action brought in any such court.

WFF Participant acknowledges that WFF Participant has given up substantial rights by signing this Release and Waiver, and Participant represents and warrants that he or she has signed this document freely and voluntarily and without any inducement, assurance or guarantee being made and intends WFF Participant's electronic acceptance of this Release and Waiver to be a complete and unconditional release of liability to the greatest extent allowed by law.

**ELECTRONIC ACCEPTANCE.**

By checking the box electronically in connect with this Release and Waiver, you acknowledge and represent electronically, that you are authorized to, and have read, understood, and agree to the terms and conditions of this Release and Waiver. In addition, by accessing, using, receiving and making electronic transmissions to A21 in connection with the activities and matters referred to in this Release and Waiver you acknowledge and agree that its terms and conditions are legally binding upon you whether or not you clicked on any electronic button or such similar links as may be designated by A21 to accept this Release and Waiver or gain access to and use any A21 service using the internet or other electronic forms of communication

You also acknowledge and represent pursuant to any applicable statutes, regulations, rules, ordinances or other laws, you accept the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, contractual terms, records of transactions and other data initiated or completed through electronic means with A21 and you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention or filing of electronic or non-electronic records

**PARENT/GUARDIAN REPRESENTATIONS AND WAIVERS ON BEHALF OF MINOR CHILDREN.**

In consideration of any minor child or other ward, being under 18 years of age (hereafter a "Minor Participant"), for whom I am the parent or guardian (and in particular any such child who has registered with A21 to participate in A21 Activities) being permitted to participate in or perform A21 Activities, I (the undersigned if this Release and Waiver is in hard copy) in my capacity as Minor Participant's parent or guardian, hereby give permission for the Minor Participant, who is my child or ward, to participate voluntarily in A21 Activities and/or perform A21 Activities, and understand that this release forever releases, waives and discharges any and all Claims, Damage or Loss, which arise or may hereafter arise from the performance by Minor Participant of A21 Activities and/or his/her participation in A21 Activities. I also acknowledge and hereby certify that both the Minor Participant and I have read and understand all of the terms and conditions set forth in this Release and Waiver signed by me on behalf of my child or ward, and I hereby consent and agree to each and every term and condition contained in this Release and Waiver as it relates to the Minor Participant and we both do so freely and voluntarily. I also certify that it was not practical to obtain the signature of any other parent or guardian of the Minor Participant.



**IN WITNESS WHEREOF, I have executed this Release and Waiver on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
If you are signing as parent or guardian on behalf of any Minor Participant, please complete the following.

Your relationship with Minor Participant: \_\_\_\_\_

Minor Participant Name 1: \_\_\_\_\_

Minor Participant Name 2: \_\_\_\_\_

Minor Participant Name 3: \_\_\_\_\_