



CALIFORNIA DIVISION, INC.

TEAM NUMBER: _____
PRINT NAME: _____

RELEASE AND WAIVER OF LIABILITY (YOUTH CHAPERONE)

The undersigned _____ (the “Youth Chaperone”), in exchange for being permitted to participate as a Youth Chaperone for the youth group sponsored by _____ in the **American Cancer Society’s Relay For Life**, hereby, on behalf of the Youth Chaperone and the Youth Chaperone’s heirs, executors and administrators, releases, waives discharges and covenants not to sue the American Cancer Society, California Division, Inc. (“ACS”), the owner of the site at which the event is taking place (the “Site Owner”), or any of their respective affiliates, Directors, employees, agents, contractors, volunteers, or other event personnel whether volunteers or paid staff (collectively, the “Releasees”) from any and all liability, claims, demands, damages, causes of action, losses, or expenses (including attorneys’ fees and expenses) to the Youth Chaperone, on account of physical, mental, or emotional injury, or death of the person of the Youth Chaperone or to the property of the Youth Chaperone, *whether such injury or death be caused by the negligence, gross negligence of the Releasees or otherwise, suffered either during the event or while traveling to or from the event.*

Notwithstanding any other provision of this Release and Waiver of Liability, the Youth Chaperone releases ACS and the Site Owner, but no other Releasee, from any liability whatsoever arising from any injury, damage, or death to the Youth Chaperone where said injury, damage, or death is the result of, or arises from any intentional or criminal conduct upon the part of an ACS or Site Owner employee, agent or volunteer. The Youth Chaperone hereby assumes full responsibility for and risk of bodily injury to or death of the Youth Chaperone due to the negligence or gross negligence of Releasees and also releases ACS and the Site Owner, but no other Releasee, from any and all liability for the intentional or criminal acts of its volunteers, agents, and/or employees while the Youth Chaperone participates in or travels to and from the event.

The Youth Chaperone further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Youth Chaperone has read and voluntarily signs this Release and Waiver of Liability, and further agrees that no oral representations, statement or inducement apart from the foregoing have been made, and that this Release and Waiver of Liability may only be modified by a written document signed by the Youth Chaperone and a duly authorized representative of ACS and of the Site Owner.

Signature: _____

Date: _____

In case of emergency, contact: _____

Phone: _____