

**High Risk Waiver**  
**RELEASE AND WAIVER OF LIABILITY**

IN CONSIDERATION OF \_\_\_\_\_ (“Participant”)  
[name(s) of participant]

being permitted to participate in “inflated games” such as air-glove boxing, bounce house, bungee lane racing and rock wall climbing (collectively, the “Games”) at the Relay For Life event taking place on \_\_\_\_\_, at \_\_\_\_\_ (the “Event”), sponsored by the American Cancer Society, California Division, Inc. (“ACS”), the owner of the site at which the Event is taking place (the “Site Owner”), Participant (or, if Participant is a minor, Participant’s parent or legal guardian) hereby releases, waives, discharges and covenants not to sue ACS, the Site Owner or any of their respective affiliates, members of its Board of Directors, employees, agents, contractors, or volunteers, and all other event personnel whether volunteers or paid staff, (hereinafter referred to as “Releasees”) for any and all liability, claims, demands, damages, causes of action, losses, or expenses (including attorneys’ fees and expenses) to Participant, on account of physical, mental, or emotional injury, or death of the person of Participant or to the property of Participant, *whether such injury or death be caused by the negligence, gross negligence of the Releasees or otherwise*, while Participant participates in any of the Games.

*Notwithstanding any other provision of this Release and Waiver of Liability, the undersigned releases ACS and the Site Owner, but no other Releasee, from any liability whatsoever arising from any injury, damage, or death to Participant 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 undersigned hereby assumes full responsibility for and risk of bodily injury to or death of Participant 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 Participant participates in any of the Games.

The undersigned 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 undersigned has read and voluntarily signs the 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 undersigned and a duly authorized representative of ACS and the Site Owner.

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

Date: \_\_\_\_\_