

VOLUNTEER TERMS AND CONDITIONS, RELEASE, AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

By submitting an application to participate in the volunteer program (“Application”), I understand and agree to be bound by these Terms and Conditions, Release, and Waiver of Liability (“Terms”). I understand that this is a release of certain rights—including my right to sue—in favor of TWG 2021 Birmingham Foundation, and the directors, officers, employees, and agents thereof (collectively “TWG”).

I desire to work as a volunteer for TWG (“Volunteer”) and engage in the activities related to being a Volunteer (the “Activities”). I am not being compensated for volunteering, and these Activities do not arise out of, or in the scope of my employment with any company affiliated with TWG. I understand that the Activities may include the following: serve as greeter, scan tickets, support sponsor activations, support venue operations, assist with merchandise sales, replenish supplies, support spectators, assist contracted vendors, require extended sitting or standing, be highly active, and other activities that support any and all areas of The World Games 2022.

Certification. I represent that I or any minor for whom I am legally responsible (if applicable) (my “Minor”): understands the nature of the Activities; meets the minimum eligibility requirements (if any); is in good health and proper physical condition to participate in the Activities; does not have any known illnesses, ailments, physical limitations, or conditions that may affect my ability to safely participate in the Activities; and am not currently, nor will I be when participating in the Activities, under the influence of alcohol and/or any other legal or illegal drugs that may impair my ability to safely participate in the Activities. I understand that if I have any questions about whether I am in proper physical condition and/or whether I have any injuries, illnesses, or other conditions that may affect my ability to safely participate in the Activities, it is my responsibility to consult a physician before participating. I represent that I will follow and/or adhere to all policies, procedures, practices, and/or requirements of any nature that apply to the Activities or to me and my Minor in our respective roles as a Volunteer. I represent and certify that all the information provided in the Application is complete, true, and correct to the best of my knowledge and belief. I understand that any misrepresentation, falsification, or omission of any facts called for in the Application may render the Application void and will be cause for removal from the Volunteer program, whenever discovered.

Assumption of Risk. I fully understand that the Activities may involve inherent and other risks, hazards and dangers to myself, or my Minor, property and other people that may include but are not limited to: misinformation and instructions or the lack thereof; property damage; serious emotional trauma and/or bodily injury; physical injury; illness (including without waiver illness resulting from exposure to communicable diseases arising from or related to my or my Minor’s participation in the Activities, such as, without limitation, COVID-19); unavailability of immediate medical attention; scrapes; cuts; bruises; bites; stings; broken bones; sprains; death; adverse weather conditions; my own actions, inactions, and/or negligence; actions, inactions, and/or negligence of other Volunteers and/or TWG. I understand that there may be risks that are not known or reasonably foreseeable at this time. **I agree freely and voluntarily to participate in the Activities in spite of the inherent risks. I acknowledge the above risks and fully accept and assume all risks and all responsibility for losses, costs, and damages that I may incur as a result of my participation in the Activities.**

Release and Waiver of Liability & Promise Not to Sue. I, on behalf of myself, my Minor, my family member(s), my personal representatives, heirs, executors, administrators, estate, assigns, and any and all other persons and entities (collectively and individually, the “Releasing Parties”) **HEREBY RELEASE, DISCHARGE AND PROMISE NOT TO SUE** TWG and its successors, predecessors, assigns, affiliates, administrators, directors, officers, agents, volunteers and employees (collectively and individually, “the Released Parties”) from all liability, claims, demands, losses, or damages, which arise out of, or are connected in any way to my participation, or the participation of my Minor, in the Activities, including but not limited to claims that arise out of **NEGLIGENT** actions and/or inactions of the Released Parties to the fullest extent permitted by law.

Medical Treatment. Without limiting anything in the preceding Release and Waiver of Liability & Promise Not to Sue, except as otherwise agreed to by TWG in writing, I hereby release and forever discharge TWG from any

claim whatsoever which arises out of or relates to or may hereafter arise out of or related to any first aid, treatment, or service rendered in connection with my Activities with TWG.

Indemnity. I, on behalf of myself and all other Releasing Parties agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties from any and all claims brought by, or on behalf of the Releasing Parties, for any injury, damage, death or other loss in any way connected with my participation, or the participation of my Minor, in the Activities, including but not limited to claims arising out of NEGLIGENT actions and/or inactions of TWG to the fullest extent permitted by law.

Insurance. I understand that, except as otherwise agreed to by TWG in writing; TWG does not carry or maintain health, medical, or disability insurance for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health and auto insurance coverage.

Media Release. I grant and convey unto TWG all right, title, and interest in any and all photographic images and video or audio recordings of me made during my volunteering with TWG and give permission to TWG to use my photographic likeness and voice in all forms and media for advertising, trade, and any other lawful purposes in TWG's sole discretion.

Personal Data. By submitting an Application, I understand that TWG will collect a variety of personal information about me, including my name, address, and telephone number. I understand that TWG may use this personal information to (i) process my Application, including background checks, as applicable, (ii) to comply with all applicable laws or legal processes, including providing information on me to the appropriate governmental authorities where required by law enforcement or judicial authorities, and (iii) in matters involving a danger to personal or public safety, or to protect the rights, property or safety of TWG, its patrons, or others, TWG may voluntarily provide information to appropriate governmental authorities.

Termination. I understand that TWG reserves the right to terminate my involvement in the Volunteer program in its sole discretion, including, but not limited to, due to my failure to adhere to these Terms, my failure to adhere to the expectations and requirements communicated to me by TWG related to my duties as a Volunteer, and my failure to participate in any required training related to my service as a Volunteer.

Choice of Law, Forum Selection, & Severability. Subject to the paragraph entitled Release and Waiver of Liability & Promise Not to Sue, I agree that any claim based upon or arising out of these Terms and/or the Participant's involvement in the Activities will be brought in a court of appropriate jurisdiction in Birmingham, Jefferson County, Alabama; any objections to venue and personal jurisdiction in such forum are expressly waived; and any such claims shall be subject to the Alabama Constitution as well as statutory and common law of Alabama, including but not limited to all applicable immunities afforded by Alabama law. I also agree that if any portion of these Terms is determined to be invalid, void or unenforceable for any reason, the remainder these Terms shall continue in full force and effect.

FOR PARTICIPANT (PARTICIPANTS AGE 14 AND OVER MUST SIGN). I have carefully read and voluntarily agree to each of the provisions contained in these Terms.

YOUTH PARTICIPANT'S NAME:

DATE:

PARENT/GUARDIAN SIGNATURE REQUIRED FOR MINOR PARTICIPANT (UNDER AGE 19 AT TIME OF PARTICIPATION). I, as parent/guardian with legal responsibility for this Volunteer, have carefully read, understand and voluntarily agree to each of the provisions contained in these Terms on behalf of myself and my Minor. I further acknowledge that each of the provisions in these Terms shall be effective and binding upon me and each of the Releasing Parties.

PARENT/GUARDIAN'S NAME:

PARENT/GUARDIAN'S SIGNATURE:

DATE: