



## RELEASE AND WAIVER AGREEMENT

AMERICAN HEART ASSOCIATION (AHA) is providing the undersigned individual ("Releasor") an opportunity to participate in the STEM GOES RED FOR GIRLS event (the "Activity") on November 2, 2018 at the HIMSS Innovation Center. In consideration of being permitted to participate in the Activity, Releasor hereby agrees as follows:

Releasor hereby RELEASES, WAIVES AND INDEMNIFIES the AHA and their officers, sponsors, affiliates, employees, volunteers, and any others involved with such activities (collectively the "Releasees"), from and concerning any and all liability to Releasor, his or her personal representatives, assigns, heirs and next of kin for all loss or damage, and any claim or damage therefore, on account of injury to the person or property, while Releasor is participating in the Activity, including, without limitation, all times that the Releasor is physically present at the site of any activities related thereto.

Should routine first aid or emergency medical needs arise, Releasor authorizes representatives or agents of the Releasees to provide or consent to necessary treatment on Releasor's behalf. Releasor hereby releases and holds harmless Releasees from all claims or liability arising from the provision or authorization of medical treatment.

Releasor understands the AHA will make photographic, video, audio and other recordings of the Activity and agrees that the AHA will be the exclusive owners of such recordings and images. Releasor hereby grants to the AHA the unconditional, irrevocable and absolute right and permission to make, reproduce, broadcast, or otherwise use, in perpetuity, his/her image, name, likeness, portrait or other depictions, recorded voice and biographical material throughout the universe and in all advertising and promotion materials, in any manner or media whatsoever for purposes of art, advertising, editorial, commerce, promotion or any other purpose, without further compensation.

Releasor agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect. The state and federal courts of Cuyahoga County, Ohio shall have exclusive jurisdiction with regards to any dispute arising relating to this Release.

Releasor has carefully and fully read this Release and Waiver and fully understands its contents and signs this Release and Waiver as his own free act.

### Participant Waiver/Release

FOR EACH PARTICIPANT UNDER 18, THE PARENT OR GUARDIAN MUST FILL OUT A SEPARATE WAIVER AND USE THIS SECTION ONLY

I hereby represent and warrant that I am the parent or legal guardian of the Participant listed below.

\_\_\_\_\_  
Signature of Parent or Legal Guardian of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian/Printed Name of Child Participant

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Emergency Telephone Number: \_\_\_\_\_

Completed form should be emailed to Lisa Wheeler-Cooper at [lisa.cooper@heart.org](mailto:lisa.cooper@heart.org), faxed to (216) 344-3279 or mailed to American Heart Association, 1375 E. 9<sup>th</sup> Street, Suite 600, Cleveland, OH 44114.

**SUBMISSION DEADLINE IS OCTOBER 12, 2018.**