

RELEASE OF LIABILITY FORM

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

This Release and Waiver of Liability (the "Release") executed on this __5__ day of ____August_____, 2022 on behalf of __ (Name of person signed)____, (the "Participant"). The "Participant" releases Project Moonlight and DS Action (the "Nonprofit(s)"), nonprofit organizations existing under the laws of the United States as a Section 501(c)(3) tax exempt corporation, each of its directors, officers, employees, and agents.

I, the above named "Participant" , do hereby give my consent to participation in all activities of Project Moonlight and DS Action. The "Participant" is responsible for the "Participant's" own insurance coverage in the event of personal injury or illness as a result of participation in activities of the Nonprofit.

1. Waiver and Release: I release and forever discharge and hold harmless "the Nonprofit(s)" and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a "Participant" with "the Nonprofit(s)", including claims arising out of negligence. I understand and acknowledge that this Release Discharges "the Nonprofit(s)" from any liability or claim that I may have against "the Nonprofit(s)" with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services the "Participant" provides to "the Nonprofit(s)" or occurring while "Participant" is providing "Participant" services.

2. Insurance: I affirm that I am covered by primary medical insurance and understand that I am responsible for my medical bills if injury occurs. Further, I understand that Nonprofit does not assume any responsibility for or obligation to provide the "Participant" with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the "Participant" 's injury, illness, death or damage to his or her property. I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by "the Nonprofit(s)" in the event of such injury or medical expenses incurred by the "Participant" .

3. Assumption of Risk: I understand that the services provided by me to "the Nonprofit(s)" may include activities that are inherently dangerous to me, including but not limited to any activities of the event. I hereby expressly assume the risk of injury or harm to me from these activities and Release Nonprofit from all liability for injury, illness, death, or property damage resulting from the services I provide as a "Participant" or occurring while I am participating in events.

4. Photographic Release: I, grant and convey to "the Nonprofit(s)" all right, title, and interests in any and all photographs, images, video or audio recordings of the "Participant" or his or her likeness or voice made by "the Nonprofit(s)" in connection with the "Participant" participating in "the Nonprofit(s)" events, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. Medical Treatment: I, hereby release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a "Participant" with "the Nonprofit(s)". I give my consent for "the Nonprofit(s)" to provide, administer, or obtain medical treatment for me.

6. Other: I, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I (name of person signed), express my understanding and intent to enter into this Release and Waiver of Liability is knowingly and voluntarily.

Signature _____ Date _____

Print Name _____

