

We Give Thanks
Waiver and Permission Form

(Adults age 18 years or older; and Minors younger than age 18 years)

Volunteer Information

First Name: _____ Middle Initial: _____ Last Name: _____

Address: _____ City/State/Zip Code: _____

Date of Birth: _____ Sex (M/F): _____ Emergency Contact Phone Number: _____

Event Information

Event: We Give Thanks Annual Thanksgiving Dinner Dates: November 26-28, 2019

Name of Benefited Charity: We Give Thanks, Inc.

Please Read The Following Carefully and Completely Before Signing

In consideration of my and/or my child or ward's participation as a volunteer for the event referenced above benefiting the charitable nonprofit organization We Give Thanks, Inc., and any related activities, wherever the event and related activities may occur (collectively, the "Event"), I agree to assume all risks incidental to such participation (which risks may include, among other things, any form of personal injury or death). On my own behalf and/or on behalf of my child or ward, and my and/or my child or ward's heirs, executors, administrators, and next of kin, I hereby forever release and discharge the Released Parties (as defined below) of and from any and all claims, damages, lawsuits, actions, acts, demands, rights of action, causes of action, judgments, obligations, attorneys' fees, costs, indemnities, subrogations, duties, controversies, and liabilities of every kind and nature whatsoever at law or in equity (collectively, "Claims"), arising out of or relating to participation in the Event and any related activities, and further, agree to indemnify, defend, and hold each of the Released Parties harmless from and against any and all such Claims. I understand and agree that this release and indemnification includes, but is not limited to, any Claims based on the negligence, action, or inaction of any of the Released Parties, and covers any form of personal injury or death, property damage, and loss by theft or otherwise, whether suffered by me and/or my child or ward either before, during, or after such participation. I declare that I and/or my child or ward are physically fit and have the skill level required to participate in the Event and/or any such related activities. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are: We Give Thanks, Inc.; Honda Center; Anaheim Ducks; La Casa Garcia; Jay's Catering; Wells Fargo Bank, N.A.; Care Ambulance; Child Shuttle; Anaheim Convention Center; Marriott Anaheim; Hilton Anaheim; Quality Custom Distribution Services, Inc.; Securitas Security Services USA, Inc.; Ware Disposal Co., Inc.; TwinMed, all Event sponsors, donors, and charities; the City of Anaheim; and each of their respective parent, subsidiary, affiliated, or related entities, agents, employees, officers, directors, members, partners, representatives, contractors, sub-contractors, predecessors, successors, assigns, and volunteers of each of the foregoing entities, all of whom are third-party beneficiaries of this Waiver and Permission Form.

I also acknowledge that at all times I am, and/or my child or ward is, acting solely as a volunteer to benefit We Give Thanks, Inc. and the Event, and that I am, or my child or ward is, not acting as an employee of, and do not expect to receive compensation from, any of the above Released Parties. Therefore, I and/or my child or ward shall not be entitled to participate in, or to receive any compensation or any benefits from, any employee benefit or welfare plans maintained by any of the above Released Parties.

I further grant the Released Parties the right to photograph and/or videotape me and/or my child or ward and further to display, use, and/or otherwise exploit my and/or my child's or ward's name, face, image, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online websites and webcasts, television, motion pictures, films, newspapers, and magazines) and in all forms, including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, without compensation, reservation, or limitation. The Released Parties are, however, under no obligation to exercise any rights granted herein.

This Waiver and Permission Form shall be governed by the codified and common laws of the State of California. Any legal action relating to or arising out of this Waiver and Permission Form or the Event shall be commenced exclusively in the Superior Court of the State of California for the County of Orange, or if the Superior Court does not have personal jurisdiction or subject matter jurisdiction, then in the United States District Court for the Central District of California. I specifically waive the right to trial by jury. I certify that I am eighteen (18) years of age or older and the information set forth above is true and complete, and, if I am executing this Waiver and Permission Form on behalf of my child or ward, the information set forth above pertaining to my child or ward is true and complete.

_____ **Date**

_____ **Signature of Volunteer (if 18 or over) or
Parent or Guardian (if Volunteer is under 18)**

_____ **Print Name of Volunteer (if 18 or over) or
Parent or Guardian (if Volunteer is under 18)**