

**Mama2Mama Inc.**  
**WAIVER AND RELEASE OF LIABILITY**

This **WAIVER AND RELEASE OF LIABILITY** (this “**Release**”) is executed by the individual named below, and the individual’s legal guardian if the individual is a minor (individually and collectively with the guardian, as applicable, the “**Participant**”), in favor of Mama2Mama, a California nonprofit corporation, together with each of its directors, officers, employees, volunteers, and agents (collectively, “**Mama2Mama**”). Participant desires to participate in events and activities associated with Mama2Mama, which may include, without limitation, recreational activities, sports-related activities, community service-related activities, volunteer activities, and/or any associated or other activities, as well as transportation to and from or otherwise in connection with any such activities (collectively, the “**Activities**”). Participant appreciates and acknowledges that there is inherent and serious risk of serious bodily injury, including death, to any person who chooses to participate in the Activities. In consideration for being permitted to participate in any of the Activities, Participant hereby freely and voluntarily executes this Release and agrees to all the following terms and conditions:

1. **Waiver and Release.** Participant hereby waives, releases and forever discharges and holds Mama2Mama from any claim of liability that Participant may have against Mama2Mama with respect to any bodily injury, personal injury, illness, death, or property damage that may result or arise in connection with Participant’s participation in any events and/or Activities associated with Mama2Mama. Participant also understands that Mama2Mama does not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage.
2. **Insurance.** Mama2Mama does not carry or maintain, and expressly disclaims responsibility for providing, any insurance coverage for the Participant. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO CARRY PERSONAL LIABILITY AND/OR HEALTH INSURANCE PRIOR TO PARTICIPATION IN ANY ACTIVITIES.
3. **Medical Treatment.** Participant hereby releases and forever discharges Mama2Mama from any claim whatsoever which arises or may hereafter arise on account of all medical services, including first-aid treatment, rendered in connection with any injuries suffered by Participant.
4. **Assumption of Risk.** Participant appreciates and acknowledges that Participant’s time with Mama2Mama may include Activities that carry an inherent and serious risk and risk of serious bodily injury, and in some situations may involve inherently dangerous activities. Participant hereby acknowledges and agrees that Participant is solely responsible for all of Participant’s actions and omissions, all of which are done freely and voluntarily. Participant hereby expressly and specifically assumes the risk of injury or harm in any and all events and Activities, actions, or omissions, and further agrees to hold harmless Mama2Mama from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys’ fees) (collectively, “**Liabilities**”), in connection with any and all injuries and/or property damage.
5. **Photographic Release.** Participant hereby grants and conveys to Mama2Mama, all right, title, and interest in and to any and all photographic images, video, and audio recordings made by Mama2Mama during Participant’s participation in the Activities, including but not limited to, any

monetary compensation, royalties, proceeds, or other benefits derived from such images and recordings.

6. **Indemnification.** Participant hereby agrees that Participant will indemnify and hold harmless Mama2Mama and each of its/their representatives, officers, directors, employees, volunteers, and agents from and against any and all claims, demands, causes of action, including Liabilities, court costs, and attorneys' fees, arising from any proceeding brought by or prosecuted for the benefit of the Participant, in which this Release is upheld.
7. **Release of All Liability.** Participant hereby releases Mama2Mama from any and all Liabilities for any actions or omissions of Mama2Mama, including but not limited to, any act of negligence or want of ordinary care. In consideration for participation in any and all events and Activities associated with Mama2Mama, the Participant, hereby waives, releases, and discharges Mama2Mama, its/their representatives, directors, officers, employees, volunteers, and agents, together with any and all representatives, heirs, executors, and assigns thereof, from any and all Liabilities for any and all injuries, and/or property damage. Participant hereby acknowledges and agrees that this Release is binding upon Participant's executors, heirs, and assigns. Participant expressly waives any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

8. **Governing Law.** This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. The parties hereby submit to the sole and exclusive jurisdiction of the federal and state courts located in Los Angeles, California, Central District, in connection with any suit, action or proceeding arising from or relating to this Agreement. If any legal action, dispute, or other proceeding arises or is commenced to interpret, enforce or recover damages for the breach of any term of this Release, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees incurred in connection with such proceeding, in addition to costs of suit and expenses related thereto.
9. **Severability.** The invalidity or unenforceability of any part of this Release will not affect the validity or enforceability of any other part of this Release each of which will remain in full force and effect, and any invalid or unenforceable part will be given its maximum lawful effect.
10. **Entire Agreement; Interpretation.** This Release constitutes the sole and entire agreement of the parties to this Release regarding the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Participant has not relied on any statement, representation, warranty, or agreement of Mama2mama or any other person on Mama2Mama's behalf. The words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” In the event any ambiguity is found to exist in the interpretation of this Release, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a

construction either “for” or “against” a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the parties specifically reject the application of California Civil Code Section 1654 to this Agreement, as well as any other statute or common law principles of similar effect.

11. **Counterparts.** This Release may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN CASE OF EMERGENCY PLEASE CONTACT:**

Emergency Contact Name: \_\_\_\_\_

Phone Number (Home): \_\_\_\_\_

Phone Number (Mobile): \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

**[Signature page follows]**

**THIS RELEASE PROVIDES MAMA2MAMA WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MAMA2MAMA, THAT YOU HAVE BEEN ADVISED TO SEEK YOUR OWN LEGAL COUNSEL, AND HAVING DONE SO, YOU ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS RELEASE.**

**IN WITNESS WHEREOF**, the undersigned parties have executed this Release as set forth below.

**PARTICIPANT**

Signature:

Printed Name: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

***COMPLETE BELOW IF PARTICIPANT IS UNDER THE AGE OF 18:***

I, the undersigned guardian, hereby represent and warrant that: (a) I am the parent or legal guardian named above; (b) no court has issued any order, judgment, or decree granting custody of the minor to anyone else or otherwise affecting my rights as parent or legal guardian; (c) the minor has not been emancipated; (d) I have the legal right, power, and authority to consent to this Release on behalf of the minor and myself; and (e) I am at least 18 years of age. I hereby acknowledge and agree that I have read and understood this entire Release. By signing below, I hereby consent to and approve in all respects the terms and conditions of this Release and the minor's execution of this Release, and agree that both the minor and myself shall be bound by all of its terms and conditions. I hereby further acknowledge and agree that this consent and approval is not revocable. I hereby agree to defend, indemnify, and hold harmless Mama2Mama, together with its/their representatives, directors, officers, employees, volunteers, and agents, together with any and all representatives, heirs, executors, and assigns thereof, from any and all Liabilities for any and all injuries, and/or property damage, in addition to any claims by third parties resulting from my or the minor's breach or alleged breach of this Release or any of the representations and warranties contained herein.

**GUARDIAN**

Signature:

Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_