

MUSCULAR DYSTROPHY ASSOCIATION, INC.
GRANT OF PERMISSION AND RELEASE AND WAIVER OF RIGHTS
FOR APPEARANCE IN PHOTOGRAPHS AND VIDEO AND
LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT

EVENT: _____

LOCATION: _____

DATE: _____

PARTICIPANT: _____

The Participant will participate in the Event on the Date and at the Location designated above.

If the Participant is a minor: I, _____, am the parent or legal guardian of the Participant ("my child").

GRANT OF PERMISSION AND RELEASE AND WAIVER OF RIGHTS FOR APPEARANCE IN PHOTOGRAPHS AND VIDEO

In consideration of my (my child's) participation in the Event, I hereby consent to the publication and use of my (my child's) name, likeness, and other biographical material (together the "Participant's Likeness") for the purpose of promotion, publicity, advertising, or other manner, by MDA, its agents, licensees or assigns, throughout the world in perpetuity. Use of the Participant's Likeness shall include, but not be limited to, photographs, sound and video recordings, films, broadcasts, brochures, publications, reports, web pages, social media posts, promotional materials or any other audio-visual, electronic, printed, tangible work in any media or format, now known or later developed (the "Materials"). I acknowledge that I (my child) shall not have any ownership in or use of the Materials or any right of review or approval regarding the use of the Participant's Likeness in the Materials.

Except for the consideration recited above, I understand that I (my child) will not be compensated for my (my child's) services rendered in connection with the Materials, but that MDA will be relying on this Grant of Permission and Release and Waiver of Rights (the "Release") in determining to use the Materials. Accordingly, I (my child) also hereby release and hold harmless MDA, along with its respective directors, officers, employees, volunteers, chapters, licensees, cooperating entities, agencies, their representatives, heirs, executors, administrators, successors and assigns from any and all claims, demands, or causes of action arising out of the use of the Participant's Likeness, in accordance with the terms of this Release.

This Release shall be governed by the laws of the State of New York.

LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT

Waiver of Liability

In consideration of my (my child's) participation in Event on the Date and Location described above, I, on behalf of myself, my (my child's) heirs, personal representatives, and assigns (the "Releasing Parties"), do hereby release, waive, and discharge Muscular Dystrophy Association, Inc. ("MDA"), its directors,

officers, employees, volunteers, chapters, licensees, cooperating entities, agencies, their representatives, heirs, executors, administrators, successors and assigns (the "Protected Parties") from liability arising from any and all claims, in whole or in part, resulting from the inherent risks of participating in the Event or from the negligence of the Protected Parties to the greatest extent allowed by law.

Assumption of Risk

I understand the inherent risks to me (my child) of the Event, which include serious bodily injury, including permanent disability, paralysis and death (collectively the "Injuries"). The Injuries may be caused by my (my child's) own actions or inactions, those of third parties participating in the Event, conditions present at the time of the Event, or the negligence of the Protected Parties. Such risks may not be known or foreseeable at this time.

I have read the previous paragraphs, and I know and understand the nature of the Event. I understand the demands of those activities relative to my (my child's) physical condition, and I appreciate the types of injuries that may occur as a result of the Event and their potential impact on my (my child's) well-being and lifestyle. I hereby assert that my (my child's) participation is voluntary and that I knowingly assume all such risks. **The inherent risks include contracting the novel coronavirus, COVID-19.**

Indemnification

I agree to hold harmless, defend and indemnify the Protected Parties from any and all claims of mine (my child's), my spouse, family members, or others arising from my (my child's) injury or loss due to my (my child's) participation in the Event, including those arising from the inherent risks of the Event or the negligence of the Protected Parties to the greatest extent allowed by law.

Acknowledgment of Understanding; Severability; Jurisdiction

I have read this Liability Waiver, Assumption of Risk and Indemnification Agreement and fully understand its terms. I further acknowledge that I am signing this Agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability. If any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

This Agreement shall be governed by the laws of the State of New York.

Printed Name of Participant

Signature of Participant

Date

If Participant is a minor:

My child's name (printed): _____ Age: _____

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date