



ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for permitting Participant to participate as a volunteer in the Event as directed by the relevant staff, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

follows:

I understand and acknowledge that my participation in the Activity is entirely voluntary.

Assumption of Risk: The undersigned hereby acknowledge and agree that they understand the nature of the Event; that Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Event; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Event and may involve serious risk, including but not limited to risk of property damage, bodily injury, permanent disability, paralysis and death. These risks may result from the participation in the Activity, the acts of others, or the unavailability of emergency medical care or immediate staff response. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation in the Activity.

Release and Waiver: I (for myself, my parents, legal guardians, heirs, executors, administrators and assigns) hereby release, indemnify and hold harmless Sawubona, Inc. Pancake Peeps, its trustees, employees, agents and volunteers (collectively "Releases") as well as its co-leaders, and volunteers from and against any blame and liability whatsoever for any property damage, property loss, property theft, personal injury, death, claim, or any damage of any kind whatsoever, whether arising from the alleged negligence of the Releases or otherwise, which may arise out of or relate in any way to my participation in the Activity, to the maximum extent permitted by applicable law. I agree to be solely responsible for any medical, health or personal injury costs relating to my participation in the Activity.

The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Sawubona, Inc. Pancake Peeps and its member institutions, or any subdivision thereof, and each of them, their officers and employees, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the Event.

Indemnification and Hold Harmless: The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event

Permission to Use Likeness/Name: The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting Sawubona or Pancake Peeps, and/or events and activities, including those of its representatives and licensees.

Severability: The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The law of the state of California shall govern the validity, construction and enforceability of this Assumption of Risk and Release of Liability ("Release"), without giving effect to its conflict of law principles. The venue for any dispute relating in any way to this Release shall be in San Diego, California. If any clause or provision of this Release is held to be illegal, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions or parts thereof which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Release are severable.

Compliance with Policies. I have read and agree to comply with all applicable Sawubona Inc. and/or Pancakes Peeps policies and procedures, including but not limited to those that apply to my participation in the Activity. I understand that permission to participate in the Activity may be suspended, revoked or denied in its sole and complete discretion. If I observe a hazard during my participation in the Activity, I will immediately remove myself from participation and bring the hazard to the attention of a Pancakes member.

Acknowledgment of Understanding: The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

I HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS RELEASE HAVE BEEN MADE.