

## VOLUNTEER RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, the undersigned individual, volunteer my time and services to assist, support, and participate in **2026 Transplant Games of America** (the "Activity"), to be held **June 18-23, 2026** in Denver, Colorado. As consideration for being permitted to participate in the Activity, the sufficiency of which I acknowledge, I agree to the terms and conditions set forth in this agreement (this "Agreement"):

§1. I hereby **RELEASE, ACQUIT and FOREVER DISCHARGE** Transplant Games of America, Transplant Life Foundation, *TransplantNATION* magazine, Drive for Five, Games Delivery Team, Colorado Convention Center and each of their employees, officers, directors, agents, contractors, volunteers, sponsors, advertisers, licensees, and invitees (collectively, "Entities") from any and all claims, liabilities, demands, losses, expenses, penalties, or costs (collectively, "Claims") for or related to any and all personal or bodily injury, illness, disease, disability, death, or loss, damage, or destruction of any property, caused by, resulting from, or arising out of the Activity, **INCLUDING CLAIMS CAUSED IN PART BY THE NEGLIGENCE OF THE ENTITIES.**

§2. I am aware and understand that there are inherent risks and dangers associated with the Activity, including bodily injury, death, personal injury, emotional distress, exposure to COVID-19 and other infectious or communicable diseases, as well as the loss, damage or destruction of property. I acknowledge that I am voluntarily participating in the Activity with full knowledge of the risk and danger involved. **I HEREBY ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE ACTIVITY, WHETHER CAUSED, WHOLLY OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE ENTITIES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.**

§3. I agree to comply with the Code of Conduct for the Activity, and represent I am at least 18 years old and fully competent to execute this Agreement. I represent I am offering my services on a volunteer basis for all purposes. I understand I am not an employee of the Entities and will receive no pay, benefits or other privileges of employment of any kind for my services. I further understand I am not eligible for worker's compensation benefits if I am injured or become ill due to the Activity. I represent I have not been promised, and have no expectation that I will receive, a paid position because of the Activity.

§4. **I AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE ENTITIES HARMLESS FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR SUSTAINED IN CONNECTION WITH THE ACTIVITY; MY NEGLIGENT, RECKLESS, INTENTIONAL, OR WILLFUL ACTS OR OMISSIONS; OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF THE ENTITIES AND ANY OTHER PARTY.**

§5. I grant to the Entities an irrevocable, royalty-free, non-exclusive license to film, photograph, record, and broadcast my name, likeness, image, voice, any other information supplied by me in connection with my participation in the Activity (my "Appearance"). Further, I grant the Entities ownership of my Appearance, including the right to publish, reproduce, modify, edit, distribute, or otherwise use and exploit my Appearance, or any portion thereof, and the right to license others to use any of the foregoing rights, in any manner and in all media, now known or hereafter devised, throughout the universe in perpetuity, including, without limitation, in advertising, publications, marketing materials, web pages, and other publications of any kind or type, in connection with the Activity or otherwise.

§6. I acknowledge that this Agreement and the Code of Conduct constitutes the entire agreement with respect to my participation in the Activity and supersedes all prior understandings and agreements, written and oral, with respect to such subject matter hereof. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, then same shall not affect any other term or provision of this Agreement. I agree this Agreement shall be binding upon my heirs, assigns and personal representatives. I agree that all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought individually only in the federal and state courts located in Denver, Colorado, and I hereby consent to the exclusive jurisdiction of such courts.