St. Jude Children's Research Hospital®

St. Jude Memphis Marathon® Weekend

Presented By Juice PLUS+®

Volunteer Waiver

I, _____, (Volunteer Name) will be volunteering at and attending the St. Jude Memphis Marathon Weekend ("SJMMW"). I acknowledge that some volunteer activities are potentially hazardous and that I am physically fit and able to safely participate in those activities without risk to myself and/or others. I understand that there may be risks associated with participating in a physical activity and assume all risk of injury that may occur as a result of volunteering including, but not limited to, falls, contact with runners and other volunteers, the effects of the weather, traffic and conditions of road surfaces, all such risks being known and accepted by me. I also understand that my participation as a Volunteer in SJMMW includes possible exposure to and illness from infectious diseases including but not limited to COVID-19, and I knowingly and voluntarily assume such risks and assume full responsibility for my participation. In consideration of acceptance of this application, I, for myself, my heirs, executors and administrators, hereby agree to release and agree not to sue, indemnify and hold harmless St. Jude Memphis Marathon Weekend, St. Jude Children's Research Hospital®, American Lebanese Syrian Associated Charities ("ALSAC"), and their directors, officers, employees, agents and assigns, Memphis Runners Track Club, City of Memphis, race officials, volunteers, all public or private agencies whose property and/or personnel are used, and all other sponsoring or co-sponsoring companies or individuals related to or involved in the St. Jude Memphis Marathon (collectively "Releasees") from all liability INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASEES, to myself and my personal representatives, assigns, heirs and executors, for all loss(es) or damages(s) and any and all claims or demands therefore, on account of illness or injury to myself or property arising from or related to my participation in the SJMMW. I assume the risks of loss(es), damages(s), illness(es) or injury(ies) that may be sustained by myself while participating in the aforementioned activity. I understand and agree that none of the Releasees (defined below) are responsible for any injury or property damage arising out of the Volunteer activities, even if caused by their ordinary negligence or otherwise. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state of Tennessee in which the volunteer activities take place and agree that if any portion of this Waiver is invalid, the remainder will continue in full legal force and effect.

I grant to ALSAC, and/or agents/authorized persons, a royalty-free, perpetual, sublicensable, irrevocable, license throughout the world to capture, reproduce, distribute, modify, prepare derivative works, publicly display or perform, edit, crop, and otherwise use (collectively, "Use") my physical likeness, name, voice, image, performance, and persona, and biography (collectively, the "Rights"), in whole or in part, alone and in conjunction or combination with other works, including any audiovisual works, photographs, sound recordings, written materials, musical works, artistic works, or other works of authorship (A) delivered by me or (B) captured, authored, developed, created, authorized, promoted, displayed, or licensed by or for ALSAC (collectively, the "Materials"), for any news, advertising, educational, awareness, marketing, fundraising and promotional purposes of the ALSAC or any third party retained or authorized by ALSAC that are related to the use of materials to support ALSAC or St. Jude by them or on their behalf, in any and all media now known or hereafter created, including but not limited to television, print media, online media, electronic media, audiovisual works, terrestrial radio; streaming services, telephone calls; billboards and other "out of home" promotional media; comments or postings on the Internet, blogs and social media websites such as Instagram, YouTube, Facebook, Twitter or other internet or social media or in any other channels or media; oral testimonials in public venues; publication in other media by celebrities and supporters; and via any communication mechanism including but not limited to Internet-protocol transmission to any device and by any means, including, but not limited to, wired and wireless Internet transmissions (collectively, "Media"). No compensation of any kind will be due to Volunteer or from ALSAC for all rights granted herein. I, on behalf of myself and minor (if applicable), (i) waives any rights to privacy, publicity, or any other rights of a similar nature in connection with the Materials; and, (ii) expressly releases ALSAC and ALSAC's affiliates, officers, directors, and employees, and anyone acting under direct or indirect authorization from the foregoing, from any and all claims, demands, liabilities, or causes of action, whether now known or unknown, for defamation, slander, libel, copyright infringement, trademark infringement, violation of moral rights, and invasion of the rights of privacy, publicity, or personality or any similar matter, or based upon or relating to the Use of the Materials. I hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral

rights, that I may have in or with respect to any Materials or Media. I also waive any right to inspect or approve any Material or Media incorporating Use of the Rights.

To the extent that I contribute pre-existing photographs, audiovisual materials, written materials, artistic works or other works of authorship for inclusion within Materials or any Media for the benefit or use of ALSAC (collectively, "Volunteer Works"), I grant to ALSAC, and/or agents or persons authorized, a royalty-free, perpetual, sublicensable, irrevocable license throughout the world to Use such Volunteer Works in any Materials and in any Media. All copyrights to newly-created Materials including Volunteer Works shall be owned exclusively by ALSAC, and I assign, transfer, and convey all such copyrights to ALSAC, and agree further to execute any documents requested by ALSAC to confirm such assignment of copyright. As between ALSAC and Volunteer, all copyright to newly-created Materials shall be owned exclusively by ALSAC. I acknowledge and agree that original Volunteer Works may be retained by ALSAC and/or not returned to me.

VOLUNTEER OR PARENT/GUARDIAN OF MINOR VOLUNTEER UNDER AGE 18 HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY ACCEPTS THIS RELEASE.

In checking the box below, Volunteer or parent/guardian of minor volunteer understands the intent of this Release, and Volunteer or parent/guardian of minor volunteer, for Volunteer, Volunteer's heirs executors and administrators, hereby agree to release St. Jude Children's Research Hospital®, ALSAC, the fundraising organization that supports St. Jude Children's Research Hospital®, the sponsors and any other parties concerned with this event in any way, singularly or collectively, from and against any and all claims relating to my volunteering at the race, or any activities associated herewith.

Volunteer or parent/guardian of minor volunteer certifies that all statements made in this waiver are correct and that Volunteer or parent/guardian of minor volunteer fully understands the requirements in order to volunteer at St. Jude Memphis Marathon Weekend.