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## **WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

The undersigned ("WALKER, RUNNER, VOLUNTEER, SPEAKER and any other PARTICIPANT") (also hereinafter referred to as "Applicant"), intending to be legally bound hereby and for good and valuable consideration, the receipt of which is hereby acknowledged, agrees to indemnify, defend, and hold Integrated Solutions 360, a California nonprofit corporation, doing business as Global Hope 365, CA Coalition to End Child Marriage, and the City of Irvine, California, its affiliated facilities, and their respective governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as "Global Hope 365" and the "City of Irvine") harmless and free from any liability of any nature, including, without limitation, liability for damage, illness, or injury to any person(s) or property, costs and attorneys' fees, arising out of or in connection with the use of or participation in any and all Global Hope 365 and the City of Irvine's recreational activities and facilities, including the event ("Global Hope 365 Walk/Run event" or "Walk/Run event") scheduled to take place on **June 28, 2025**, regardless of whether Global Hope 365 or the City of Irvine is or was actively or passively negligent, either solely or contributory in connection with such liability.

In addition, Applicant agrees to the following with regard to public health and safety and other matters:

1. Applicant agrees to strictly, and without exception, follow: (a) all local, state, and federal guidelines regarding human protection of disease outbreaks and other such types of public health emergencies, including, without limitation, the SARS CoV 2 virus ("Coronavirus [MS1]"); and (b) the Integrated Solutions 360, dba Global Hope 365, CA Coalition to End Child Marriage and the City of Irvine's Public Facilities and Reservation and Fee Policies (the "Guidelines and Policies").
2. Applicant shall not participate in the Global Hope 365 Walk/Run event if all of the Guidelines and Policies will not, are not, or cannot be met by Applicant before or during the Walk/Run event.

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3. Global Hope 365 shall stop the Global Hope 365 Walk/Run event immediately if any WALKER, RUNNER, VOLUNTEER, SPEAKER, and any other PARTICIPANT is observed not to be meeting all the required Guidelines and Policies.

4. Global Hope 365 or the City of Irvine may terminate Applicant's use of the facility(ies) at any time if, in the sole discretion of Global Hope 365 or the City of Irvine, Global Hope 365 or the City of Irvine determines that any WALKER, RUNNER, VOLUNTEER, SPEAKER and any other PARTICIPANT is not in full compliance with the Guidelines and Policies. If Global Hope 365 or the City of Irvine terminates the WALKER, RUNNER, VOLUNTEER, SPEAKER, and any other PARTICIPANT'S use of the Global Hope 365 and City of Irvine's facility/event pursuant to this paragraph, the WALKER, RUNNER, VOLUNTEER, SPEAKER and any other PARTICIPANT will be not be entitled to a refund of any fees, sponsorships, and/or deposits, and WALKER, RUNNER, VOLUNTEER, SPEAKER and any other PARTICIPANT will not be entitled to recover any consequential damages arising from such termination.

5. Global Hope 365 makes no representation regarding the condition of any facility in use at the Global Hope 365 Walk/Run event. It shall be the WALKER, RUNNER, VOLUNTEER, SPEAKER, and any other PARTICIPANT's sole responsibility to check and monitor the condition of any and all facility(ies), report to Global Hope 365 any questions or concerns with the condition of such facility(ies), and to follow appropriate guidelines.

6. Assumption of Risk. WALKER, RUNNER, VOLUNTEER, SPEAKER, and any other PARTICIPANT assumes all risks, known and unknown, arising from Applicant's use and occupancy of any facility used during the Global Hope 365' Walk/Run event, including, without limitation, risks from the Coronavirus or any other type of disease outbreak or public health emergency. WALKER, RUNNER, VOLUNTEER, SPEAKER, and any other PARTICIPANT assumes full responsibility for any illness, sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from your use, occupancy, and participation in the Global Hope 365 Walk/Run event. ("Your" is defined herein as the

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WALKER, RUNNER, VOLUNTEER, SPEAKER, and any other PARTICIPANT and each of their employees, Global Hope 365's invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)

7. Waiver and Release of Claims. To the fullest extent permitted by law, WALKER, RUNNER, VOLUNTEER, SPEAKER, and any other PARTICIPANT releases Global Hope 365 and the City of Irvine, from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of your participation in the Global Hope 365 Walk/Run event, including, without limitation, the risks from Coronavirus or any other type of disease outbreak or public health emergency. This release is intended to discharge Global Hope 365 and the City of Irvine against any and all liability arising out of or connected in any way with your use and participation in the Global Hope 365 Walk/Run event, even though that liability may occur or arise out of the negligence or carelessness on the part of Global Hope 365 and the City of Irvine. WALKER, RUNNER, VOLUNTEER, SPEAKER and any other PARTICIPANT understands that by signing this Agreement, WALKER, RUNNER, VOLUNTEER, SPEAKER and any other PARTICIPANT is releasing all claims and giving up substantial rights, including, without limitation, the right to sue, and acknowledges that WALKER, RUNNER, VOLUNTEER, SPEAKER and any other PARTICIPANT is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

8. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, WALKER, RUNNER, VOLUNTEER, SPEAKER, and any OTHER PARTICIPANT AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD GLOBAL HOPE 365 AND THE CITY OF IRVINE (AS DEFINED ABOVE) FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE PARTICIPATION IN THE GLOBAL HOPE 365 WALK/RUN EVENT AND THE USE OF FACILITIES OF THE CITY OF IRVINE, INCLUDING, WITHOUT LIMITATION, AS IT RELATES TO ANY EXPOSURE TO ANY DISEASE OUTBREAKS OR OTHER SUCH TYPES OF PUBLIC HEALTH EMERGENCIES. THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS

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PARAGRAPH SHALL APPLY REGARDLESS OF GLOBAL HOPE 365, THE CITY OF IRVINE, OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.

The undersigned, Applicant, does hereby agree that Applicant will abide by the policies governing the use of Global Hope 365's and the City of Irvine's facility(ies) and the Global Hope 365 Walk/Run event, and will be responsible for any damages to any facility(ies) and property of Global Hope 365 and/or the City of Irvine, including, without limitation, furniture or equipment, caused by Applicant's occupancy of the premises and/or participation in the Global Hope 365 Walk/Run event. Applicant understands that any violation of the alcohol use permit policies will result in immediate termination of Applicant's participation in the Global Hope 365 Walk/Run event. In addition, Applicant understands that falsification of any information related to this application is a violation of Global Hope 365's and the City of Irvine's Guidelines and Policies, including City Ordinance No. 113, subject to penalties stated therein.

PARTICIPATION IN THE GLOBAL HOPE 365 WALK/RUN EVENT IS VALID ONLY UPON RECEIPT OF THIS AGREEMENT EXECUTED BY APPLICANT.

Applicant acknowledges and agrees to all of the foregoing terms and fully understands Applicant's responsibility to adhere to all of the Guidelines and Policies, and instructions during the use of Global Hope 365's and City of Irvine's facility(ies) and participation in the Global Hope 365 Walk/Run event. In addition, Applicant acknowledges that the internal laws of the State of California, without regard to conflicts of laws principles, govern this agreement and the Global Hope 365 Walk/Run event referred to herein.

Applicant agrees to manually sign this agreement below and to create a legally binding contract between Global Hope 365 and Applicant, or the entity Applicant is authorized to represent.

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Applies To:

- Trabuco Center, Trabuco Center Meadow, Jeffrey Open Space Trail, dated Saturday, June 28, 7:00 AM- 2:00 PM - Global Hope 365 Walk/Run - Global Hope 365 Walk/Run

The undersigned, Applicant, for good and valuable consideration, the receipt of which is hereby acknowledged, agrees to be legally bound hereby:

Enter your full name: \_\_\_\_\_

Enter your email address: \_\_\_\_\_

**Please sign on the line below and insert the date:**

\_\_\_\_\_

Date: June \_\_\_\_, 2025

**For Participants/Volunteers under 18 years old, the Guardian's signature is required below.**

**Guardian Name:** \_\_\_\_\_

**Guardian Signature:** \_\_\_\_\_

Date: June \_\_\_\_, 2025

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