

CONSENT, RELEASE, WAIVER, AND COVID-19 PROTOCOL COMPLIANCE AGREEMENT FOR
BREAKTHROUGH CHALLENGE 2022
PLEASE READ CAREFULLY BEFORE PROCEEDING

This Consent, Release, Waiver of Liability and COVID-19 Protocol Compliance Agreement (“Release”) is agreed to by the participant or volunteer (“Participant”) in favor of the Breakthrough Challenge, including without limitation its directors, officers, employees, volunteers, agents, sponsors and affiliates and their respective representatives, successors and assigns (collectively, “BC”). Participant desires to fundraise on behalf of BC and/or engage in certain activities and/or events relating to BC (“BC Activities”) and understands that participation in BC Activities may include but is not limited to bicycling, picnicking, running, walking, other recreational activities and/or any other events or activities reasonably anticipated to be performed by Participant as a part of or in any way associated with BC Activities. Participant acknowledges that Participant derives personal satisfaction and a benefit by virtue of participation with BC and/or performing BC Activities, and Participant is voluntarily and willingly engaging in BC Activities.

Participant acknowledges that participating in a bike ride, run or walk (including any self-guided bike ride, run or walk) is a potentially hazardous activity. Participant further acknowledges that Participant should not and will not participate in any BC Activities unless Participant is medically able and properly trained. Participant understands that bicycle helmets must be worn at all times while riding a bicycle in connection with any BC Activities and agrees to comply with this rule and to obey and follow all traffic laws. Participant also understands and acknowledges that this year’s BC Activities may include self-guided bike rides, runs or walks and that BC is not providing any logistical, traffic, bike repair, food or beverage, route marking, health or other support in connection with any self-guided bike rides, runs or walks that Participant engages in.

Participant hereby freely, voluntarily and without influence from anyone or duress of any kind, executes this Release and consents and agrees to each of the following:

RELEASE AND WAIVER. Participant hereby RELEASES, WAIVES AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST BC, including without limitation the Breakthrough Challenge directors, officers, employees, volunteers and sponsors and their respective representatives, successors and assigns, either in law or in equity, to the fullest extent permissible by law, including but not limited to the negligence, fault or misconduct of any kind on the part of BC or anyone else participating or involved in any BC Activities, for damages or causes of action, including but not limited to death, bodily or personal injury, illness, economic loss or out of pocket expenses, or loss or damage to property, that Participant, Participant's heirs, assignees, next of kin and/or legally appointed or designated representatives may have or that may hereinafter accrue on their behalf, that arise or may hereafter arise, from engaging or participating in any BC Activities, including training for or traveling to or from any BC activities.

ASSUMPTION OF THE RISK. Participant understands that certain BC Activities, including bicycling, walking or running on public or private roads, driveways and parking lots, some or all of which may contain motor vehicle traffic, may be hazardous or pose risk to Participant, and Participant hereby knowingly assumes the risk of injury, harm and loss associated with participating in any BC Activities, including training for or traveling to or from any BC Activities. Participant agrees and represents that, when on any public or private road, driveway or parking lot in connection with engaging in, preparing for or traveling to or from, any BC Activities, Participant will obey and follow all traffic laws and exercise due care and caution. Participant acknowledges that there may be traffic on the courses or routes that Participant utilizes and Participant assumes the risk of biking, walking or running on any roadways or routes that include traffic. Participant also assumes any and all other risks associated with participating in BC Activities, including but not limited to: falls; contact with other participants; the effects of the weather; the condition of the roads and unsafe actions by other riders, walkers, runners, drivers or non-

participants; and exposure to COVID-19. Participant consents to emergency medical care and transportation in the event of an injury, as medical professionals deem appropriate.

COVID-19 PROTOCOL COMPLIANCE. Participant agrees to follow all CDC and Pennsylvania COVID-19 guidelines in connection with participation in any BC Activities. If Participant is not fully vaccinated, Participant agrees to wear a mask when participating in any BC Activities when Participant is within 6 feet of another person. Participant confirms that Participant will not attend or participate in any BC Activity if Participant is experiencing any symptoms known to be associated with COVID-19 exposure.

IMAGE RELEASE. Participant hereby grants and conveys unto BC all right, title and interest in any and all photographic images and video or audio recordings made by BC during Participant's engagement in any BC Activities, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. Participant hereby releases, discharges and agrees to save harmless BC, including its agents, representatives, successors and assigns from any liability by virtue of any publication of Participant's likeness, including, without limitation, claims for libel or invasion of privacy.

APPLICABLE LAW, FORUM AND ATTORNEY'S FEES. This Release is governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without any reference to its choice of law rules. Participant agrees that any dispute arising from this Release or in any way associated with any BC Activities shall be brought only in the courts of Philadelphia County or in the U.S. District Court for the Eastern District of Pennsylvania, and Participant agrees to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this Release is contested, Participant agrees that the non-prevailing party will pay the prevailing party's reasonable attorney's fees and costs incurred in any such litigation.

Participant acknowledges reading and understanding all of the terms and conditions set forth in this Release and consents and agrees to each and every term and condition contained in the Release.

Participant further agrees and acknowledges that by checking the box below and completing this registration, Participant confirms Participant's consent to the waiver and release of certain legal rights as set forth in this Release.

THE FOLLOWING MUST ALSO BE APPROVED, ACCEPTED AND CONSENTED TO BY PARENT OR GUARDIAN IF PARTICIPANT IS A MINOR CHILD UNDER 18 YEARS OF AGE:

In consideration of the minor child's (under 18 years of age) ("Minor Participant") participation in BC Activities, I, in my capacity as Minor Participant's parent or guardian, hereby (a) give permission for Minor Participant, who is my child or ward, to participate voluntarily in BC Activities, and (b) understand that this Release forever releases, waives and discharges any and all liability, claims and demands of whatever kind or nature against BC, including BC's representatives, successors and assigns, either in law or in equity, to the fullest extent permissible by law, including but not limited to the negligence, fault or misconduct of any kind on the part of BC or anyone else participating or involved in any BC Activities, for damages or causes of action, including but not limited to death, bodily or personal injury, illness, economic loss or out of pocket expenses or loss or damage to property, that Minor Participant, Minor Participant's heirs, assignees, next of kin and/or legally appointed or designated representatives may have or that may hereinafter accrue on their behalf, that arise or may hereinafter arise in connection with Minor Participant's engaging or participating in any BC Activities or training for or traveling to or from any BC activities.

I also acknowledge reading and understanding all of the terms and conditions set forth in this Release and consent and agree to each and every term and condition contained in the Release.

I further agree and acknowledge that by checking the box below and completing or overseeing the completion of this registration, I confirm my consent to the waiver and release of certain legal rights as set forth in this Release.