SADD, INC. STUDENT MEMBER REGISTRATION TERMS

BY CLICKING "I AGREE," "I ACCEPT," OR SIMILAR LANGUAGE, I ACKNOWLEDGE THAT I HAVE READ AND I UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

IF REGISTERING ON BEHALF OF A MINOR UNDER THE AGE OF 18, YOU ACKNOWLEDGE YOU ARE THE PARENT OR LEGAL GUARDIAN OF THE MINOR YOU ARE REGISTERING, YOU HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY CLICKING "I AGREE," "I ACCEPT," OR SIMILAR LANGUAGE, YOU HEREBY CONSENT IN ALL RESPECTS TO THESE TERMS. YOU AUTHORIZE THE ORGANIZATION TO OBTAIN MEDICAL TREATMENT FOR SUCH MINOR AND RELEASE THE ORGANIZATION FROM LIABILITY IN ACCORDANCE WITH SECTION 2 OF THESE TERMS.

These SADD, Inc. Student Member Registration Terms (these "**Terms**") are agreed to by you ("**I**" or "**me**") in favor of SADD, Inc., a Massachusetts non-profit corporation, and its members, individual chapters, trustees/directors, officers, employees, volunteers, and agents (collectively, the "**Organization**").

I desire to join the Organization as a student member and engage in activities related to being a member (the "Activities"). I understand that the Activities may include, but are not limited to, meetings, conferences, volunteer activities, classes, seminars, and trainings.

In exchange for being allowed to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress agree to the following terms:

1. <u>Assumption of Risk</u>. I am aware and understand that some Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.

2. <u>Medical Treatment</u>. I hereby give consent and authority to the Organization to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in any Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Organization from any claim whatsoever in connection with such treatment or other medical services.

3. <u>Release and Waiver</u>. I hereby fully and forever release and discharge the Organization from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities, except for claims arising from gross negligence or willful acts by the Organization. I agree not to make or bring any such claim or demand against the Organization, and fully and forever release and discharge the Organization from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE ORGANIZATION FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE ORGANIZATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE.

4. <u>Insurance</u>. I UNDERSTAND THAT THE ORGANIZATION DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I also understand that the Organization does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of the Organization in the event of any injury or medical expense.

5. <u>Indemnification</u>. I hereby agree to indemnify, defend, and hold harmless the Organization from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my participation in the Activities, arising out of any third-party claim.

6. <u>Photographic Release</u>. I understand and agree that during the Activities and otherwise as a member of the Organization, I may be photographed, recorded, and/or videotaped by the Organization for internal and/or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

7. <u>Miscellaneous</u>. I hereby agree that these Terms, together with my SADD National Waiver, if any, represent the full understanding between the Organization and me and supersede all other prior agreements, understandings, representations, and warranties, both written and oral, between us. If any term or provision of these Terms is held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provisions shall not otherwise affect the validity or enforceability of the remaining terms and provisions. These Terms are binding on and inure to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of these Terms.

8. <u>Governing Law</u>. I hereby agree that these Terms are intended to be as broad and inclusive as permitted, and that these Terms shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without reference to any choice of law doctrine.

9. I give permission to SADD, Inc. to allow photographs, video and audio recordings and interviews to be taken of the person named above, and I authorize any such photographs, video and audio recordings, and interviews to be published along with the subject's name, and agree that they may be used to report, promote, and advertise SADD, Inc. or partner organizations, including publication in print media, television, radio, Internet websites, or other medium now existing or hereafter developed. I hereby grant and convey to SADD, Inc. all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs, video and audio recordings, and interviews, and consent to SADD, Inc.'s use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

10. I acknowledge that I have read and understand the above statements and that if I am unable to do so, for whatever reason, I have had them read to me and am confident that the individual doing so has read and/or translated the statements truthfully and in their entirety. I also acknowledge that I am at least 18 years of age or of legal age in my state of residence to bind myself to this Student Participation Waiver, but if I am not at least 18 years of age or of legal age in my state of residence to bind myself to this release and waiver, I have also secured the signature of my parent(s) or legal guardian(s) on this Student Participation Waiver, who, by signing, agree to be bound by all of its terms and conditions.