

Gilda's Club Twin Cities
Release and Waiver of Liability

This RELEASE AND WAIVER OF LIABILITY AND IMAGE RELEASE (this “**Release**”) is executed by the member signing this agreement (“**I**” or “**Me**”) in favor of Gilda's Club Twin Cities, Inc., 10560 Wayzata Boulevard, Minnetonka, MN 55305, a Minnesota nonprofit corporation, and its directors, officers, employees, volunteers, and agents (collectively, “**Gilda's Club**”).

Gilda's Club is a community that exists to ensure that people impacted by cancer are empowered by knowledge, strengthened by action and sustained by community. I have voluntarily agreed to participate in Gilda's Club, because I am a person living with cancer, a cancer caregiver, or a Gilda's Club supporter. In connection with participating, I expect to engage in activities related to Gilda's Club's mission (the “**Activities**”). I understand that Activities may include, but are not limited to, group support programs, access to cancer-related classes and educational materials, nutrition programs, expressive arts classes, mind-body programs, exercise and yoga programs, social events, informal activities at the Gilda's Club clubhouse (the “**Clubhouse**”), and participating in activities hosted by organizations not affiliated with Gilda's Club.

In exchange for being permitted to access the Clubhouse and participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that the 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 expressly and specifically assume such risks, including any and all risk of injury, illness, harm, loss, or medical costs that I may incur as a result of my participation in the Activities or presence at the Clubhouse.

When present at the Clubhouse or participating in Activities, whether organized by Gilda's Club or organizations not affiliated with Gilda's Club, I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by Gilda's Club through its employees, representatives, volunteers, or agents. I understand and agree that I am expected to exhibit appropriate behavior at all times while at the Clubhouse or participating in Activities and to obey all local, state and federal civil and criminal laws. This includes, generally, respect for other people, equipment, facilities, or property.

Gilda's Club makes no representation as to suitability of any Activity relative to my physical/emotional/mental condition and abilities, or the suitability or adequacy of the Clubhouse or any other premises, facilities, equipment, or instruction used in connection with such Activities. I understand that Gilda's Club is not providing me any medical or other services for which a professional license is required unless specifically stated otherwise by Gilda's Club. Gilda's Club advises you to consult your physician, or other healthcare professional, before participating in any Activities. I understand that the Activities are designed to complement medical treatment and are not a substitution for medical treatment.

2. Release and Waiver. I hereby assume full responsibility, and agree that Gilda's Club and its respective agents, officers, directors, representatives, employees, volunteers, successors and assigns and other affiliated persons (collectively “**Released Persons**”) shall not be held responsible or liable, for any injuries, illnesses, or damage to equipment or property that I incur that are in any way connected with the Activities or the Clubhouse. I, for myself, my spouse, my heirs, personal representatives or assigns, and anyone claiming through or under me, do hereby release, waive, and forever discharge and covenant not to sue Gilda's Club or the Released Persons for any causes of action in connection with the Clubhouse or my participation in the Activities. I specifically release and discharge Gilda's Club and the Released Persons of any and all liability that may result from the Clubhouse or my participation in the Activities, including but not limited to physical injuries, illnesses, and losses, damages, and claims of any type.

I understand that this release discharges Gilda's Club from any liability or claim that I may have against Gilda's Club with respect to any bodily injury, personal injury, illness, death, property damage, or property loss that may result from the Clubhouse or Activities, whether caused by the negligence of Gilda's Club or otherwise.

3. Insurance. I understand that, except as agreed to by Gilda's Club in writing, Gilda's Club 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 expressly waive any claim for compensation or liability on the part of Gilda's Club in the event of any injury or medical expense.

4. Indemnification. I agree to indemnify, defend and hold Gilda's Club and the Released Persons harmless from any and all losses, damages or other liability, including without limitation all attorneys' fees, costs, judgments, awards, and settlements arising out of or relating to my access to the Clubhouse or participation in the Activities, including without limitation any damages I cause, in whole or in part, to any person or Gilda's Club.

5. Miscellaneous. I agree that this Release represents the full understanding between Gilda's Club and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be 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 provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of Gilda's Club 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 this Release.

6. Governing Law. I agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Minnesota, without reference to any choice of law doctrine.