

**WAIVER OF LIABILITY, PUBLICITY RELEASE, ASSUMPTION OF RISKS, AND INDEMNITY  
AGREEMENT**

1. Waiver. In consideration of being permitted to participate in the virtual *Philadelphia* magazine **Be Well Philly Fest Event** (hereinafter called "**Virtual Program**"), I ("**Participant**") for myself, my heirs, personal representatives and/or assigns (the "**Releasers**"), do hereby release, waive discharge and covenant not to sue (collectively "**Waiver**") *Philadelphia* magazine, Be Well Philly, [www.phillymag.com](http://www.phillymag.com), Metro Corp. and their parent companies, affiliates and successors, and its and their employees, agents, designees, volunteers, suppliers, licensees and assigns (collectively "**Sponsor**"), and each and every one of them, from and against all actions, causes of action, damages, demands, liabilities, costs (including, but not limited to attorneys' fees), claims, losses and expenses of every type and description (collectively, "**Costs**") arising out of, in connection with or associated with the Program, including, but not limited to, personal injury, accidents, illnesses, death, property loss or other casualty. It is the intention of the undersigned in executing this document that this instrument shall be a full and final accord and satisfaction in the release of the matters released, except the obligations arising hereunder.

2. Publicity Release. Participant authorizes the Sponsor to use, exhibit, transmit, broadcast, publish, and license, on a world-wide basis, in perpetuity, and by digital or other method, any film or videotape, audio recording, footage, photograph, negative, reproduction and/or other recording ("**Recordings**") of the Participant's likeness taken during the Program, in whole or in part, as may be changed, made through, and used in any medium whatsoever (now existing or hereinafter created) and in all forms of marketing and advertising, now or at any time in the future. Participant further grants, assigns, and transfers to the Sponsor all rights of every nature relating to the reproduction and use of the Recordings, and hereby waives any rights that Participant may have, including any right to inspect or approve the reproduction and use of the Recordings. Participant grants permission to the Sponsor to modify or alter the Recordings in its discretion. Participant also consents to the use of Participant's name in connection with the Recordings. Participant releases the Sponsor from any and all claims which the Participant may have at any time by reason of the use of the Participant's likeness as contemplated herein, including, without limitation, claims arising from rights of privacy or publicity.

3. Assumption of Risks. Participation in the Virtual Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from, but not be limited to 1) minor injuries such as scratches, bruises, sprains and breaks, 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, and 3) catastrophic injuries including paralysis and death.

4. Indemnification and Hold Harmless. The undersigned shall assume the defense of, indemnify and hold harmless the Sponsor from any and all Costs brought as a result of my involvement in the Virtual Program including, but not limited to, personal injury, accidents, illnesses, death, property loss or other casualty. The Sponsor shall make all decisions with respect to its/their representation in any legal proceeding covered by this section. If the undersigned fails to do so, the Sponsor shall have the right, but not the obligation, to defend the same and charge all of the costs of such defense to the undersigned and to recover the same from the undersigned.

5. Supervision. An adult (age 18 or older) is required to be present with all minor participants during preparation for and during the conduct of the Virtual Program. This adult will be responsible for the minor participants at all times during the Virtual Program. The Sponsor is not responsible for participants' supervision at any time and in connection with the Virtual Program.

6. Severability. The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

7. Acknowledgement of Understanding. I have read this Waiver of Liability, Assumption of Risks, and Indemnity Agreement, ("**Agreement**") fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I am legally competent to sign this Agreement, and in doing so I am not under the influence of alcohol or any other intoxicant. I have signed this Agreement of my own free will, after reading and understanding its terms, and I understand and intend that I will be fully bound hereby. I hereby assert that my participation in the Virtual Program is voluntary and that I knowingly assume all such risks and hereby waive and release all claims and Costs in respect thereof against the Sponsor.