

**Dana-Farber Cancer Institute**  
**Participant Agreement and General Release / Waiver**

I, the undersigned, wish to participate in the *John Hancock Fenway Fantasy Day to benefit the Jimmy Fund* occurring on *Saturday, June 3, 2017* (the "Event"). I acknowledge and agree that if the Event is postponed to another date, all agreements, representations, warranties and attestations contained herein will apply with equal force to the Event on the rescheduled date.

I represent and warrant that I am physically fit and healthy to participate in the Event, and that my participation is entirely voluntary. I agree to use good judgment in all aspects of my participation in the Event, to behave appropriately, and to comply with the rules for participation, if any.

I understand that participating in the Event exposes me to certain risks, which may include, but are not limited to, injury, illness, death, and damage to self and/or property, whether from exertion, weather conditions, the conditions of the facility, vehicular traffic, and contact with other participants. I hereby assume and take full responsibility for any and all risk of harm, injury, illness, death, or damage to myself and/or my property that may occur in connection with my participation in the Event.

I hereby grant permission for photographs, videos, and other images (collectively, the "Images") to be taken of me during the Event and assign all rights and interests to the Images to Dana-Farber Cancer Institute, Inc. ("DFCI"). I understand that the Images may be used by DFCI and/or its designees in connection with its advertising, promotional and marketing activities, and for other purposes authorized by DFCI, including, but not limited to, use in direct mail marketing, print advertising, posters, billboard advertising, and the internet; all without any compensation to me.

In consideration of my being permitted to participate in the Event, I hereby, for myself, and on behalf of my heirs, executors and assigns, waive, release and forever discharge DFCI, DFCI's affiliates, and their respective officers, trustees, employees, sponsors, coordinating groups, volunteers, representatives and agents, and all others in any way associated with the Event (collectively, the "Released Parties") from any and all liability, claims, damages, or rights of action of whatever nature or description, in equity or at law, present or future, resulting from or relating to my participation in the Event. This means that I will not sue DFCI or any of its affiliated persons or entities, or try to hold them legally or financially responsible, for any harm or injury that might relate to my taking part in the Event.

**I hereby attest that I have read, fully understand, and agree without exception to all the provisions, releases, and waivers outlined in this Participant Agreement and General Release / Waiver form, and that I have signed it knowingly and voluntarily. I understand that this agreement is a legally binding document that limits the legal liability of the Released Parties. I attest, under penalty of fraud, that I am at least 18 years of age, and if I am signing on behalf of a minor, that I am the minor's parent or legal guardian.**

**This Release must be signed prior to participation in the Event.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Participant's Name: \_\_\_\_\_

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In the event the participant is under the age of 18, this form must be signed below by a parent or legal guardian for the participant (and print the name of the participant above).

Parent's / Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Parent's / Guardian's Name: \_\_\_\_\_

NOTE: A legal guardian must be appointed or approved by the court. For example, a camp counselor, or school chaperone is not a legal guardian for children under his or her supervision.