

**HEARTSAFE SERVICES, INC.**  
**PARTICIPATION AGREEMENT INCLUDING ASSUMPTION OF RISK AND**  
**WAIVER OF LIABILITY**

This Participation Agreement including Assumption of Risk and Waiver of Liability (Agreement”) is entered into between the undersigned and HeartSafe Services, Inc., a California Benefit Corporation (“HeartSafe”) and its employees, counselors, administrators, directors, officers, sponsors, volunteers, representatives, affiliates and agents acting by, through and/or on behalf of HeartSafe.

In consideration for the opportunity to participate in HeartSafe trainings the undersigned acknowledges and agrees as follows:

**Participation in HeartSafe Programs and Activities:** The undersigned desires to engage in various activities, programs, and/or events held by HeartSafe, whether it be in the capacity of a student, instructor, trainer, employee, contractor, and/or volunteer (“Participant”). This Agreement shall refer and extend to all remote emergency care trainings, instructions, demonstrations, lessons, practices, and/or virtual interactions involving First Aid, Cardiopulmonary resuscitation (“CPR”) and Automated External Defibrillator (“AED”) (collectively “Activity” or “Activities”).

**First Aid, CPR, and AED Training Sessions:** HeartSafe offers First Aid, CPR and AED training sessions as an Activity. Through on-site or remote teachings, HeartSafe provides guidance and education to individuals seeking to develop medical emergency response skills. In accordance with city, county, state, and/or federal orders and rules mandating social distancing and/or quarantining relating to or arising from pandemics, epidemics, and infectious diseases, including but not limited to COVID-19, HeartSafe will provide virtual teaching through video conference in lieu of in-person teachings. As part of the training, HeartSafe leads participants through a series of steps to assess and prioritize the need for medical emergency response, provide appropriate response, and recognize limitations in order to seek professional medical assistance when necessary.

First Aid, CPR, and AED training is intended to be only informative in nature, and should not be relied upon as medical advice or recommendations. Unless expressly disclaimed, no member of the Board of Directors, employee or volunteer of HeartSafe claims to be licensed medical professional. HeartSafe cannot make any guarantees with regard to any individual participant’s, including the undersigned’s, medical, psychological or physical health. HeartSafe urges all participants of its training to seek formal medical advice from a licensed professional to ensure their health and safety.

**Refund & Rescheduling Policy:** Any and all purchases of HeartSafe’s virtual First Aid, CPR, and AED Training shall be non-refundable and cannot be rescheduled. Virtual training classes are sold on a per-connection basis rather than a per-person basis. On a per-connection basis, multiple people are enabled to participate in the training as a group. As such, if one member of a group is unable to attend the class, the other members of the group can still participate in the training. There are no exceptions to this policy.

**Acknowledgement and Assumption of the Risk:** The undersigned represents that he/she is in good health and in the proper physical condition to participate in the Activities. Participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks may include, but are not limited to: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as broken bones, strains, joint or back injury, and concussions; 3) catastrophic injuries including paralysis and death; and (4) Improper emergency response technique if employed on a third party resulting in physical injury or death. The undersigned fully understands that virtual trainings are educational in nature and does not offer any type of formal certification, therefore there are no guarantees as to proper technique if emergency response efforts of the undersigned are employed. The risks involved may be caused by the Participant's own actions, those of other participants, the conditions in which the Activities take place, or the negligence of the Releasees named in this Agreement. Further, it is understood that there may be other risk either not known to the Participant or not readily foreseeable at this time. Participant fully accepts and assumes all such risks and all responsibilities for losses, costs, and damages incurred as a result of participation in the Activities.

**Release and Waiver:** The undersigned hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE HeartSafe, its respective directors, officers, employees, instructors, other participants, sponsors, volunteers, representatives, affiliates, agents, and, if applicable, owners or lessors of premises on which the Activities take place ("Releasees") from all liability, claims, demands, losses, or damages, on account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations.

**Indemnification and Hold Harmless:** The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Activities, whether asserted by the undersigned or another person.

**Medical Waiver:** In the event of injury or illness while the Participant is attending any HeartSafe Activity, the undersign hereby authorizes HeartSafe to consent to medical treatment on behalf of the Participant as deemed necessary. The undersigned hereby authorizes HeartSafe and its officers, employees and agents, into whose care the Participant has been entrusted, to consent to the advice of trained emergency personnel.

The undersigned understands and agrees that the Participant is advised to obtain health insurance coverage prior to participation in any Activity and that the Participant will be responsible for any medical expenses arising out of any injury or claim arising out of Activity participation.

**Permission to Use Likeness/Name:** The undersigned further agrees to allow, without compensation, Participant's likeness, name, voice, photograph, and/or video to appear, and to otherwise be used, in material, regardless of media form, promoting HeartSafe, and/or any of its Activities, including those of its representatives and licensees. The undersign hereby assigns to HeartSafe, all present and future copyright and all other rights, title and interest that the undersign may hold in the media. The undersign hereby further agrees to not make any claim for further remuneration against HeartSafe, its licensees or assignees with respect to the use of such media.

**Permission to Collect Data:** The undersigned further agrees to allow, without compensation, HeartSafe to collect and process personal data which the undersigned has provided to HeartSafe, through voluntary completion of surveys, or data HeartSafe has collected from the Participant in connection with the undersigned's participation in the activities, programs, and events held by HeartSafe. All personally identifiable information will be kept anonymized and will not be used for commercial purposes.

With the exception of the Participant's likeness, name, voice, photograph, and/or video, as set forth above, HeartSafe, its licensees or assignees, agrees to not disclose other identifiable information about the Participant such as address, telephone number or social security number without the written consent of the Participant. The undersigned acknowledges that the data supplied to HeartSafe may be transferred or assigned to other parties and may be used for various purposes, including research, marketing, and soliciting sponsorships/donations. The undersign hereby agrees to not make any claim for further remuneration against HeartSafe, its licensees or assignees with respect to the use of such data. HeartSafe, its licensees or assignees, agrees to maintain the supplied data in strict confidence in accordance with applicable law.

**Governing Law:** This Agreement shall be governed by California law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be Orange County, California.

**Severability:** The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall, notwithstanding, continue in full legal force and effect.

**Voluntary Execution:** The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understands that with this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.