

Virtual Participant Release Form

for SONA Move Challenge

Special Olympics



As part of participation in the SONA Move Challenge, I agree to the following:

1. **Ability to Participate.** I am physically able to take part in Special Olympics activities.
2. **Likeness Release.** I give permission to Special Olympics, Inc., Special Olympics North America, Special Olympics Local Organizing Committees, and Special Olympics accredited Programs (collectively "Special Olympics") to use my likeness, photo, video, name, voice, words, and biographical information to promote Special Olympics and raise funds for Special Olympics.
3. **Likeness Release for Sponsors.** I give permission to sponsors of the SONA Move Challenge (collectively "sponsors") to use my likeness, photo, video, name, voice, words, and biographical information solely for the promotion of and awareness-raising efforts in support of Special Olympics and the SONA Move Challenge.
4. **Risk of Concussion and Other Injury.** I know there is a risk of injury. I understand the risk of continuing to play sports or engage in physical activity with, or after, a concussion or other injury. I may have to get medical care if I have a suspected concussion or other injury. I also may have to wait 7 days or more and get permission from a doctor before I start playing sports again.
5. **Health Programs.** If I take part in a Special Olympics health program, I consent to health activities, screenings, and treatment. This should not replace regular health care. I can say no to treatment or anything else at any time.
6. **Personal Information.** I understand that Special Olympics will be collecting my personal information as part of my participation, such as my name, image, address, telephone number, health information, and other personally identifying and health related information I provide to Special Olympics ("personal information").
 - a. I agree and consent to Special Olympics:
 - i. Using my personal information in order to: make sure I am eligible and can participate safely; run trainings and events; share competition results (including on the Web and in news media); provide health treatment if I participate in a health program; analyze data for the purposes of improving programming and identifying and responding to the needs of Special Olympics participants; perform computer operations, quality assurance, testing, and other related activities; and provide event-related services.
 - ii. Using my contact information for communicating with me about Special Olympics.
 - iii. Sharing my personal information confidentially with (i) researchers such as universities and public health agencies that are studying intellectual disabilities and the impact of Special Olympics activities, (ii) medical professionals in an emergency, and (iii) government authorities for the purpose of assisting me with any visas required for international travel to Special Olympics events and for any other purpose necessary to protect public safety, respond to government requests, and report information as required by law.
 - b. I have the right to ask to see my personal information or to be informed about the personal information that is processed about me. I have the right to ask to correct and delete my personal information, and to restrict the processing of my personal information if it is inconsistent with this consent.
 - c. *Privacy Policy.* Personal information may be used and shared consistent with this form and as further explained in the Special Olympics privacy policy at www.SpecialOlympics.org/Privacy-Policy.

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7. I acknowledge and fully understand that Special Olympics will endeavor to provide the most effective principles to help achieve my fitness, performance, and personal goals, but that Special Olympics cannot guarantee that any services, products, programs, methods, workouts, recommendations, or routines will be safe, effective or suitable for everyone. All such products and services, programs, techniques, recommendations, and materials embodied in such products and services are offered without warranties or guarantees of any kind, express or implied, including, but not limited to, warranties of safety or fitness for any particular purpose. Further, I hereby waive, release, and discharge Special Olympics and all of their members, officers, employees, agents, and representatives from any and all liability from death, injuries or damages arising from, or in any way connected with, use of its services, products, programs, methods, workouts, recommendations, or routines, including any death, injuries or damages resulting from the negligent recommendations, acts, or omissions of Special Olympics, no matter where those injuries occur.

8. I acknowledge and fully understand that any fitness or exercise activities, and the use of training and fitness equipment and machinery, involve risks of serious injury, permanent disability, or death, even if done correctly and with the utmost attention to safety. These risks include, but are not limited to, fainting; broken bones; strained or torn muscles; torn or strained ligaments, tendons, and other connective tissues; herniated discs and other spinal injuries; cardiovascular or cerebrovascular events, including heart attack or stroke; conditions related to overexertion, including heat stroke/exhaustion or rhabdomyolysis; or damage to the nervous system, including irreversible damage to the brain or spinal cord. I further acknowledge and fully understand that participation in any fitness or exercise activities could aggravate a pre-existing condition, whether known or unknown, and that there may be other risks associated with my participation in fitness or exercise activities that are not known or not reasonably foreseeable at this time. I further acknowledge and fully understand that all of the foregoing risks are especially pronounced in an online programming setting, such as that embodied by the fitness and performance programming services provided by Special Olympics because I will necessarily be engaging in fitness or exercise activities on my own, without real-time supervision by Special Olympics, in a facility or location over which Special Olympics has no control. I hereby acknowledge and accept the foregoing risks and dangers. Further, I hereby waive, release, and discharge Special Olympics from any and all liability from death, injuries or damages arising from, or in any way connected with, Special Olympics' fitness and performance programming services; Special Olympics' instruction, programming, advice or recommendations; the use of any exercises, routines, equipment or machinery, whether or not they were recommended by Special Olympics; or my engagement in any fitness or exercise activities, including any death, injuries or damages resulting from the negligent recommendations, acts, or omissions of Special Olympics, no matter where those injuries occur.

9. I acknowledge and understand that Special Olympics and all of their members, officers, employees, agents, and representatives may not be licensed dietitians or physicians, and do not hold themselves out to possess professional expertise in dietetics or medical matters. I acknowledge and agree that any information, guidelines, or advice provided by Special Olympics are not intended to constitute and shall not be construed as dietetic or medical advice, as treatment for any general or particular medical or physiological

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condition or pathology, or as a means of improving or bettering health outcomes, and that they carry no express or implied warranty of any kind, including, but not limited to, warranties regarding safety or suitability for a particular purpose.

10. I understand that a physician's approval is highly recommended prior to participating in any type of fitness or exercise activity, and I hereby represent that I have either obtained a signed approval from my physician, or that I acknowledge the risks inherent in such activities but have elected to engage in said activities without seeking prior approval by a physician.
11. I understand that so long as COVID-19 exists as a public health issue, I will abide by all related Special Olympics' protocols, as well as applicable local health and government risk mitigation guidance and public health regulations in place.
12. If a court of competent jurisdiction, or any other legal authority or governmental agency, declares any provision of this agreement invalid, such invalidation shall not affect the remaining provisions of this agreement, which shall remain in full force and effect. If any sentence, clause, phrase, or term of any section of this agreement is deemed invalid, the remainder of that section shall remain in full force and effect.
13. Any suit brought under this agreement, or in relation to any programming, consultation or services provided under this agreement, shall be brought in the state, or province, or island in which I participate in Special Olympics or in the District of Columbia (SOI headquarters location), and both parties irrevocably consent to venue and jurisdiction in that court. This agreement shall be governed by the jurisdictional law of the state, province, or island in which I participate, or District of Columbia law, irrespective of any choice-of-law principles. The parties' legal rights and obligations relating to this agreement and relating to the programming and services provided under this agreement shall be governed by your Special Olympics Program, irrespective of any choice-of-law principles. This agreement shall be deemed to have been agreed to and executed in the jurisdiction of your Special Olympics Program.
14. I hereby give permission to Special Olympics and any of its employees, contractors, coaches, or representatives to use my name and photographic/video likeness in all forms to spread the mission and objectives of Special Olympics and for use in media for advertising, exposition displays, trade, and any other lawful purposes.
15. I have completed this form so as to compete in the virtual SONA Move Challenge, and understand that I must complete all required athlete, Unified partner, or volunteer registration forms and meet the associated requirements for participation prior to any in-person Special Olympics programming.
16. Special Olympics promotes healthy, safe, and inclusive environments. As such, I further acknowledge:
 - I will respect others online and I will not engage in cyberbullying of any form.
 - I will practice good sportsmanship.
 - I will act in ways that bring respect to myself and Special Olympics.
 - I will not fight with other athletes, coaches, officials, volunteers, staff, family members or spectators.

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- I will respect the rights and dignity of all athletes, Unified partners, coaches, volunteers, staff, family members, and spectators in Special Olympics.
- I will treat everyone equally regardless of sex, gender identity, age, ethnic origin, religion or ability.
- I will not use inappropriate or offensive language, including swearing or insulting other individuals, in any form of communication.
- I will not engage in any form of verbal, physical, psychological, emotional or sexual abuse, unwanted sexual advances, or harassing, bullying or hazing behavior in person or via any form of communication, including texting and social media.
- I will tell Special Olympics Program leadership immediately if I experience bullying or abusive behavior while participating in Special Olympics activities.
- I understand all telephone and electronic communications between me and any others in Special Olympics must be appropriate and respectful.
- I understand that any social media connections I make with others in Special Olympics on my personal social media accounts are my choice and I am completely responsible for all such communications and who I choose to friend/follow on social media.
- I will not send or share inappropriate images of a sexual or violent nature via email, text, or social media.
- I will not drink or possess alcohol, smoke (tobacco products or e-cigarette devices) or take illegal drugs while participating in Special Olympics sanctioned activities.
- I will not take drugs for the purpose of improving my performance.
- I will obey all laws and Special Olympics rules.
- I understand that if I violate this Code of Conduct, I will be subject to a range of consequences, up to and including removal from participation in the SONA Move Challenge and/or Special Olympics.

17. By signing the agreement box on this form, I agree that I have not impersonated any other person or used a name that I am not authorized, by law, to use.

Further, I agree that the lack of a certification authority or other third-party verification will not in any way affect the validity or enforceability of my signature or any resulting contract. I, or any agent acting on my behalf, agree not to contest the validity or enforceability of signed documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

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I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND AGREE TO ADHERE TO ALL ITS PRECEPTS. Any questions that I may have had relating to anything in this agreement have been answered to my satisfaction. This document encompasses the entire agreement of the parties and supersedes all prior oral and written representations between the parties, if any.

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| Athlete Name: | |
| ATHLETE SIGNATURE (required for adult athlete with capacity to sign legal documents) | |
| I have read and understand this form. If I have questions, I will ask. By signing, I agree to this form. | |
| Athlete Signature: | Date: |
| PARENT/GUARDIAN SIGNATURE (required for athlete who is a minor or lacks capacity to sign legal documents) | |
| I am a parent or guardian of the athlete. I have read and understand this form and have explained the contents to the athlete as appropriate. By signing, I agree to this form on my own behalf and on behalf of the athlete. | |
| Parent/Guardian Signature: | Date: |
| Printed Name: | Relationship: |