

# **MS FITNESS CHALLENGE RELEASE AND WAIVER OF LIABILITY**

For consideration of participation in the MS Fitness Challenge event and the twelve week Challenge training period, I waive and release the MS FITNESS CHALLENGE INC (“MSFC”), its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, all sponsors, their representatives and successors and other persons (collectively, the “Releasees”), from any and all claims, liabilities, or causes of action arising out of an injury to me (or my family members) and from any and all claims, liabilities, or cause of actions arising from my (or my family members’) participation or attendance in this event and Challenge.

## **Inherent and Potential Risks**

I understand that the MS Fitness Challenge involves strenuous physical activity associated with physical exercise and working out at a gym over the course of several weeks and/or months. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in the MS Fitness Challenge relating to the risk of strenuous physical activity, exercising with a trainer, or falling off of my equipment. I acknowledge that I (or my family member) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume all risks of any and all aspects of participating in the MS Fitness Challenge and from negligent or wanton acts of other participants and volunteers or any defects of conditions of equipment used.

I acknowledge that my participation in the MS Fitness Challenge involves following an exercise program, working with a certified trainer and adhering to a nutritional guideline. I assume all risk for any and all activities in addition to utilizing exercise equipment that I (or my family members) engage in throughout the entirety of the MS Fitness Challenge event and training period, including my (or my family members’) safety from the beginning of MS Fitness Challenge to the conclusion of the event and Challenge I am participating in.

I agree to dress myself (or my family members) appropriately as to mitigate risk of physical injury to myself (or my family members) including, but not limited to: wearing shoes appropriate for strenuous exercise involved in the MS Fitness Challenge; and dressing in conjunction with the weather.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after the MS Fitness Challenge event or training period.

## **Medical Evaluation**

I attest that I (or my family member) am medically and physically able to participate in the MS Fitness Challenge. If I experience any doubt as to my (or my family member’s) ability to successfully and safely participate in and/or complete in the MS Fitness Challenge, I take full responsibility for consulting a physician. I attest that, if I (or my family member) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my family member) should have or did consult a physician prior to participating in the MS Fitness Challenge.

I consent to emergency medical care and transportation in the event of injury to me (or my family member) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

## **Voluntary Participation**

I am fully aware of the risks connected with participation in the MS Fitness Challenge, whether specifically listed in this Release or not, and I voluntarily elect to participate in the MS Fitness Challenge knowing that this participation involves these risks.

## **Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue**

In consideration for being permitted to participate in the MS Fitness Challenge, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

- 1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me (or my family member), or any loss or damage to property owned by me (or my family member), as a result of participating in the MS Fitness Challenge.
- 2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my family member), or to any property belonging to me (or my family member), while participating in the MS Fitness Challenge including, but not limited to, any claim that the act or omission complained of **was in whole or in part by the negligence or carelessness of the Releasees.**

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## Acknowledgment and Compliance with Rules

I agree to observe all rules and safety procedures that accompany the MS Fitness Challenge and to abide by any decision of an event official relative to my (or my family members') ability to safely participate in the event. I agree to exhibit appropriate behavior at all times and to obey all laws. MSFC and event officials may dismiss me (or my family member), should my (or my family member's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

## Severability

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

## Photography Release

I hereby grant full permission to MSFC to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of MSFC. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of the MS Fitness Challenge I may take or capture to MSFC.

**I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.**

**Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I attest that I am in fact the parent or legal guardian of the above-named participant. I hereby give my approval to this child's participation in the MS Fitness Challenge. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or any injury to my child and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my child's participation in the MS Fitness Challenge. I consent to the foregoing and grant permission for my child to participate in the MS Fitness Challenge. I attest that my child, the above-named participant, is a minimum of sixteen (16) years of age as of the date of the MS Fitness Challenge and that my child will be accompanied by \_\_\_\_\_ (insert name of adult twenty-one (21) years of age or older) ("Temporary Guardian") throughout his or her participation in the MS Fitness Challenge. I entrust Temporary Guardian with the health and well-being of my child throughout the duration of the MS Fitness Challenge.

I attest that I, along with my child, have read the *MS Fitness Challenge Guidelines and Rules* and understand the contents.

I acknowledge I have carefully read, accept, and agree to the terms on this Release, and know and understand their contents and I sign the same on my own free act and deed. Witness of signature provided by the parent or legal guardian of the above-named participant is required.

**Child's Full Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent/Guardian's Full Name:** \_\_\_\_\_

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

**Notary Public:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_