



## **Flatiron Fitness Release and Waiver**

6. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.
7. I am aware that there is no obligation for any person to provide me with medical care during the Program. I understand and acknowledge that:
- a. There may be no aid stations available for the Program.
  - b. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
8. I am aware that it is advisable to consult a physician prior to participating in the Program. If I have consulted a physician, I have taken the physician's advice.
9. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Program which may depict, record or refer to me for any purpose ("Likeness"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and or content that may use my Likeness.
10. No warranties or representations have been made to me about the Program which are not stated on this Release and Waiver. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.
11. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Release and Waiver and shall not affect the validity and enforceability of any remaining provisions.
12. If the participant is under 18 years of age, the parent or guardian agrees to the following statements: As a parent or guardian of the participant child, I authorize the child to participate. I agree that in the event the participant child, or anyone acting on his or her behalf, should make any claim, I will provide the indemnity and hold harmless described in paragraph 6. In the event of a medical emergency involving the participant child and any Released Party is unable to contact me, I agree and grant my permission that any Released Party may provide medical care to the participant child.
13. I have fully read and understand this Release and Waiver. I am aware that by signing this Release and Waiver, I am waiving certain legal rights that I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.
14. I hereby acknowledge that I may be required to use an automobile to travel to and from the Program or as part of the Program. I hereby acknowledge that I have the authority to use such automobile and that the automobile is fully insured for use in the Program. I accept full responsibility for the automobile and that use of the automobile in the Program will be at my own risk.
15. I grant my permission to Released Party to contact me by email for future promotional and informational email communications.

By signing above, I acknowledge that I have had sufficient time to carefully read this Release and Waiver. I further acknowledge that I have carefully read this Release and Waiver and fully understand and agree to the contents provided herein.