

# Waiver and Release Liability and Assumption of the Risk

## The Fit Collective Online Training

**WAIVER OF LIABILITY & ASSUMPTION OF RISK:** For and in consideration of Performance Training Systems LLC and U District Physical Therapy and Institute of Sports Performance (collectively "The Fit Collective") allowing me, the undersigned, to participate in the **The Fit Collective Online Training and Online Challenges** (herein, "Training"), I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

I hereby represent that (i) I am at least eighteen (18) years of age or older (or that this document is also signed by my parent or legal guardian); (ii) I am in good health and in proper physical condition to participate in the Training; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs that would in any way impair my ability to safely participate in the Training. **I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Training, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Training site.**

I understand and acknowledge that participation in the Training, fitness competitions, and running competitions is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers that include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment and property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from (i) adverse weather conditions; (ii) imperfect equipment or obstacle conditions; (iii) land, water and surface hazards; (iv) equipment failure; (v) inadequate safety measures; (vi) participants of varying skill levels; (vii) situations beyond the immediate control of the Fit Collective; and (viii) other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Training, or the negligent acts or omissions of the Released Parties defined below, **and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses I incur as a result of my participation in any Training.**

I accept sole responsibility for my own conduct and actions while participating in the Training, the condition and adequacy of my equipment, and the protection of my private property.

**Termination:** Negative Split reserves the right to terminate any athlete, volunteer or spectator's participation in the Training at any time, with no further obligation or duty to such athlete. Reasons for disqualification may include, BUT ARE NOT LIMITED TO, any of the following non-exhaustive examples: taunting another competitor or other unsportsmanlike behavior, any actions that evince an intent to cheat or circumvent the rules or intent of the Rules of the Training, any conduct in violation of Washington State law, and any conduct which would bring disrepute upon the Fit Collective in the eyes of the viewing public. This list is not exclusive or exhaustive and is meant as a guide to competitors, not as a limitation on the Training Organizer's to run the Training in the manner they see fit.

**I hereby Release, Waive and Covenant Not to Sue**, and further agree to Indemnify, Defend and Hold Harmless the following parties: Performance Training Systems LLC d/b/a Negative Split, Spokane Women's Show and the Spokane Public Facilities Department, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties"), with respect to any liability, claim (s), demand (s), cause (s) of action, damage (s), loss or expense (including court costs, defense costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Training, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties, including with respect to the provision of information regarding rules and scheduling. **I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.**

In the event that I am injured in connection with the Training, I hereby consent to the provision of necessary and appropriate emergency medical treatment.

I hereby warrant that I am of legal age and competent to enter into this Agreement (or that this Agreement is also signed by my parent or legal guardian), that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**Medical Information:** As a part of the Training, I hereby understand the interest in athlete injuries to members of the public and the viewing audience, and I therefore expressly consent to allow only the minimum necessary injury information to be released to accomplish the intended purpose. That is, to inform the public of my ability to continue on in the competition or if it might impact my ability to continue. I also authorize the athletic medical staff and trustees of that system to use my medical information for my personal well-being and safety and the safety of others. I understand that this information is protected under federal regulations under the Health Information Portability and Accountability Act (HIPAA) and may not be disclosed without my authorization and I may revoke my authorization at any time. This form under HIPAA allows access for no more than one (1) year from date of signature.

**Likeness:** As a condition of my participation in the Training, I hereby grant Performance Training Systems LLC d/b/a Negative Split, Spokane Women's Show and the Spokane Public Facilities Department, a limited license to use my name, likeness, image, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting Training or the sport of Athletics. The foregoing grant, however, does not constitute consent for The Fit Collective or any third party to

use my Likeness in an endorsement of any product or service without my specific written consent.

I certify that the birth date and age information provided in my member profile and confirmed at the beginning of the entry process is true and accurate.