



## SAN PEDRO TOWN COUNCIL FITNESS CHALLENGE

### APPLICATION/WAIVER

#### Personal Information

APPLICATION FEE: \$30

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Allergies: \_\_\_\_\_

Other Medical Conditions: \_\_\_\_\_

Category (Please check one): Beginners  Intermediate

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#### Emergency Contact Information

Name of Contact: \_\_\_\_\_ Relation: \_\_\_\_\_

Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

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### Waiver and Release of Liability

\_\_\_\_ Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in any physical training regimen. These risks include but are not limited to: falls which can result in injury or death, injury or death due to negligence on the part of myself, my training partner or the people around me, injury or death due to improper use or failure of equipment.

*(Injury may also result simply from the fact of physical training itself. By its very nature, physical training seeks to have me push beyond my physical and mental limits in order to produce a physical adaptation by my body. Excess work can result in rare cases in exertional rhabdomyolysis. I should look for signs of excessive soreness, dark urine, and pain in the kidney areas in the days following a particularly intense workout. While this type of injury is rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition, medication, or other factors that are beyond the control of the San Pedro Town Council).* I am aware that any of the above-mentioned risks may result in serious injury or death to myself and or my parent(s).

\_\_\_\_ I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating in any activity while participating in the San Pedro Town Council Fitness Challenge.

\_\_\_\_ **I, the undersigned acknowledge that I have no Physical condition, illness or impairment that I know will endanger myself or others.**

\_\_\_\_ **Release:** In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at the San Pedro Town Council Fitness Challenge, I, the undersigned hereby release the San Pedro Town Council, its council members, even coordinators, volunteers and staff from any and all liabilities, claims, demands, actions or rights of action which are related to, arise our of, or are in anyways connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

\_\_\_\_ **This agreement** shall be binding upon me, my successors, representatives, heirs, executors, assigns or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. I also give full permission for any person connected to the San Pedro Town Council to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical or surgical care and to transport myself to a medical facility deemed necessary for my well being.

\_\_\_\_ **Indemnification:** The participation recognizes that there is risk involved in this type of activities offered by the San Pedro Town Council. Therefore, the participant accepts the financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless the San Pedro Town Council its council members, event coordinators, volunteers and staff from liability for the injury or

death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in any activities offered by the San Pedro Town Council.

Photo/Video Release: I hereby grant the San Pedro Town Council to use my photograph/video image in any and all publications for the San Pedro Town Council Fitness Challenge, including the San Pedro Town Council website or publications, without payment or any other consideration in perpetuity.

I hereby authorize the San Pedro Town Council to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to approve the finished product, including written or electronic copy, where in my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photography or video image.

I hereby hold harmless and release and forever discharge the San Pedro Town Council from all claims, demands and cause of action which I, my heirs, representatives, executors, administrators or any other person acting on my behalf of my estate which may have or may have by reason this authorization.

I am competent to contract in my own name. I have read this release, and I fully understand the contents meaning, and impact of this release.

I have **read** and **understood** the foregoing assumption of risk, and release liability and I understand that by signing it obligates me to indemnify the parties named for any liability for the injury or death of any person any damage to property caused by my negligent or intentional act or omission. I understand that by **signing** this form I am **waiving** valuable legal rights.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_