



## **TERMS OF PARTICIPATION IN CPR INSTRUCTION CLASS & LIABILITY WAIVER**

1. **ACTIVITY AND ACKNOWLEDGEMENT OF ASSOCIATED RISKS:** I have chosen to participate voluntarily and knowingly in the CPR-AED-First Aid training organized and provided by 2.0 Consulting, LLC ("the Activity"). I understand and acknowledge that the Activity requires the inherent performance of physical skills that may be arduous and/or hazardous, and I may be exposed to hazards, including, but not limited to, some of the following (depending on the nature of the Activity): wrist injuries, back injuries, falls, mouth injuries, contact with manikins, CPR & first aid supplies that may contain latex, or other allergenic materials, overexertion, overheating, injuries from my lack of fitness or conditioning, equipment failures, and negligence of others.
2. **ASSUMPTION OF THE RISKS.** I hereby freely and knowingly assume the above-mentioned risks as well as other risks not listed that are part of the Activity, and the risk of any harm, injury or loss that may occur to me or my property as a result of or arising from my participation in the Activity, including any injury or loss caused by the negligence of 2.0 Consulting, LLC, its employees, agents and officers, its contractors, and other Activity participants. I hereby agree that I am solely responsible for any resulting personal injury, damage to or loss of my property which may occur as a result of my participation in the Activity.
3. **AGREEMENT TO FOLLOW DIRECTIONS and DISCLOSE MEDICAL ISSUES:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity. I certify that I do not have any physical or mental condition that would hinder my ability to participate in the Activity and I agree to inform 2.0 Consulting, LLC of any medical condition that may affect my ability to participate in the Activity.
4. **WAIVER AND RELEASE OF LIABILITY.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby fully and forever release, discharge, indemnify, and hold harmless 2.0 Consulting, LLC, its insurers, members, employees, officers, directors, and associates (collectively, "Releasees") from any and all claims, demands, damages, rights of action or causes of actions, whether the same be known or unknown, present or future, arising out of my participation in the Activity, including any injuries arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type which may occur to me. I expressly agree to indemnify and hold 2.0 Consulting, LLC and the Releasees harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me in connection with my participation in the Activity.



5. USE OF MY LIKENESS: I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to 2.0 Consulting, LLC, and its assigns: (a) permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose; (b) the irrevocable, perpetual and unrestricted right and permission to take, use, re-use, publish, and republish photographs and/or video recordings of me on promotional materials, videos, websites, publications, promotional flyers, educational materials, derivative works, any media now or hereafter known, or for any other similar purpose without any form of compensation to me. I hereby release, acquit and forever discharge the Releases from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.
6. I further state that I am at least eighteen (18) years of age and fully competent to sign this document; and that I execute these terms and conditions for full, adequate, and complete consideration fully intending to be bound by the same.
7. I HAVE READ THE FOREGOING RELEASE OF LIABILITY AND CONSENT, AND I VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT. I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS CONSENT AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST 2.0 CONSULTING, LLC FOR ANY INJURY SUSTAINED.

AGREED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Releasees (defined in Section 4) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Releasees Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that applicable law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent's Printed name: \_\_\_\_\_ (Relationship): \_\_\_\_\_