



# Catalyst Health & Fitness LLC Waiver of Liability and Assumption of Risk

Catalyst Health & Fitness LLC and Woodbury Ski Area Inc. (collectively, the "Venue") seeks to make certain recreational activities, including use of its property and facilities available for the **Viking Run** to be held on **Sept. 17, 2016** (hereinafter, the "Activity"). As a condition of being permitted to participate in the Activity, you must read, understand and sign the following.

**1. Assumption of Risk.** This Activity involves inherent risks, including but not limited to the risks of illness, injury or death from falls, contact with other participants, the effects of the weather, including high heat and/or humidity, the conditions of the course, the obstacles or the property and property damage. Knowing and understanding these risks, I voluntarily choose to participate in the Activity and assume all risks inherent in the Activity.

**2. Acknowledgement of Physical Fitness.** You acknowledge that to the best of your knowledge, you are in sufficiently healthy physical condition to safely participate in the Activity. The Venue encourages all participants to check with their personal physician to determine if it is safe to participate in this Activity.

**3. Release of Liability.** The Venue disclaims all liability, on its own behalf and on behalf of its owners, officers, members, partners, stockholders, affiliates, employees, agents and volunteers (collectively, "Releasees"), for any damage or loss you suffer as a result of participating in this Activity, even if such damage or loss is caused by the negligence of the Venue or the Releasees. By participating in

this Activity, you agree to release the Venue and all Releasees from all liability and damages resulting from your participation.

**4. Indemnification.** The Venue disclaims all liability, on its own behalf and on behalf of its owners, officers, members, partners, stockholders, affiliates, employees, agents and volunteers (collectively, "Indemnities"), for any damage or loss that you cause to third parties while participating in this Activity. By participating in this Activity, you agree to indemnify and hold harmless the Venue and Indemnities for any such damage or loss. You further agree to reimburse the Venue for any costs, including but without limitation, actual litigation costs and attorneys' fees the Venue incurs to defend against any claims made against it by any third party stemming from your participation in this Activity.

**5. Insurance.** All participants are encouraged to have medical or health insurance to cover costs associated with illness or injury resulting from participation in this Activity. The Venue is not responsible for any costs associated with injury, illness or death that results from your participation in this Activity.

**6. Compliance with Rules, Regulations and Agreements.** You agree to follow all rules posted or provided by the Venue governing participation in any or all of the recreational activities, including without limitation, rules that address terms of participation and safety precautions.

## Release for Adults

In consideration of being permitted to participate in this event, I declare I am at least 18 years old and I fully understand and voluntarily accept and agree to all of its terms and conditions.

Print Name \_\_\_\_\_ Birth Date \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

## Release for Minors (children ages 16 & 17)

My minor child \_\_\_\_\_ has my permission to participate in this Activity. To the maximum extent permitted by law, I, on behalf of myself and my child, assume and take full responsibility for all risks, whether known or unknown, related to my child's participation in this Activity; release the Venue, its owners, officers, members, partners, stockholders, affiliates, employees, agents and volunteers from all liability and damages that may result from my child's participation in this Activity; agree to indemnify and hold the Venue harmless against all claims or causes of action arising from my child's participation in this Activity, including claims or causes of actions asserted by or on behalf of my child.

**I have read this release, understand it and agree to its terms.**

Print Child's Name \_\_\_\_\_ Child's Birthdate \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

Print Parent's Name \_\_\_\_\_

Parent's Signature \_\_\_\_\_ Today's Date \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_