

**Risk and Waiver Form**

**This form must be filled out in its entirety (3 pages) before participating in any SBD Consulting and Advisory Services, LLC testing or program.**

**Assumption of Risk and Waiver:**

Exercise has extraordinary benefits to increase health and well-being. I hereby affirm and acknowledge that I am fully informed of the inherent hazards and risks associated with exercise while conducted both inside and outside. Inherent hazards and risks of injury from physical activity include but are not limited to:

1. Risks associated with exposure to elements such as excessive heat, hypothermia, the impact of the body with the ground, encountering unknown objects or airborne particles either natural or man-made, and exposure to animals/insects.
2. Abnormal blood pressure, fainting, a disorder of heart rhythm, possibility of a stroke or other cardiovascular incident or occurrence, mental, physiological, motor, visual or hearing injuries, deficiencies, difficulties or disturbances; partial body paralysis; slips, falls, or other unintended loss of balance or bodily movement related to terrain or any exercise equipment which may cause muscular, neurological, orthopedic, or other bodily injuries; as well as a variety of other possible occurrences any one of which could conceivably, however rare, may cause permanent impairment, disfigurement, disability or death.
3. My own negligence and/or the negligence of others, including but not limited to an error of judgment or decision making involving terrain, weather, trails, and route location.
4. Fatigue, chill and/or dizziness, which may diminish my ability, reaction time, and increase the risk of injury or accidents.
5. Exercising on a track, road, grass, or trail race is a potentially hazardous activity. I should not participate unless I am medically able to do so. I assume all risks associated with this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in exercising on a track, road, grass or trail.
6. I acknowledge all such risks are known and understood by me.
7. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment, and hospitalization, in case of emergency or injury during participation.
8. You are strongly advised to always consult your physician before participating in any exercise program. Consent to voluntarily engage in an exercise program to increase my circulatory, respiratory, and muscular fitness with or without my physician's knowledge.

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**ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

In consideration of being permitted to participate in the activities described above, I agree, acknowledge, and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO LIABILITY ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage of person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, SBD Consulting and Advisory Services, LLC its owners, administrators, directors, agents, employees, volunteers, officers, any sponsors, advertisers, and the owners and lessors of the premises on which the activity takes place (each considered one of the "Releasees" herein).
2. To release the Releasees from liability and responsibility whatsoever and for any claims or cause of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise.
3. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
4. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees other than what is set forth in this Agreement. I recognize, intend, and understand that this release is binding on my heirs, executors, administrators, or assignees.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforced.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**I ACKNOWLEDGE AND AGREE TO ASSUME ALL RISKS. IF YOU UNDERSTAND AND COMPLETELY AGREE, Adult SIGNATURE HERE:**

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This event follows the standard event industry policy: Registration fees are refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff.

Photo Release: Check Yes: \_\_\_\_\_ OR No: \_\_\_\_\_

I grant permission to all the foregoing to use my name, voice, and images of myself in any photographs, motion pictures, results, publications, or any other print, video graphic, or electronic recording of this event for legitimate purposes such as website, social media, or print media.

I acknowledge that I have read this document in its entirety.

**IF CORRECT AND YOU UNDERSTAND AND AGREE, ADULT SIGNATURE HERE:**

\_\_\_\_\_

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PRINT NAME OF PARTICIPANT: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

Date of Birth: \_\_\_\_\_

School: \_\_\_\_\_

Emergency Contact Name & Phone #: \_\_\_\_\_

Have you consulted with your physician before starting an exercise program? \_\_\_\_\_

SIGNATURE OF ADULT PARTICIPANT OR PARENT/LEGAL GUARDIAN IF PARTICIPANT IS under 18 years of age:

\_\_\_\_\_

PRINT NAME OF PARENT/LEGAL GUARDIAN:

\_\_\_\_\_

Date: \_\_\_\_\_