

## Summer Challenge Waiver & Consent Form

We need you to read the following waiver, consent, and release form.

**Express assumption of risk:** I am aware that there are significant risks involved in all aspects of the Summer Challenge. These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, or other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these above- mentioned risks may result in serious injury or death to me. I also affirm that I have read the article on rhabdomyolysis in the CrossFit Journal, and I am fully aware of the risks of rhabdomyolysis. I also acknowledge that Summer Challenge and/or Public Properties Company (Slovakia) have no responsibility in case of injury or death because of malfunction and/or botchery of the venue.

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 participation in or attendance at the Summer Challenge. I have no physical impairments or illnesses that will endanger myself or others.

**Termination:** Summer Challenge reserves the right to terminate any athlete, volunteer, judge, or spectator's participation in the Summer Challenge 2018 at any time, with no further obligation or duty to such athlete, volunteer, judge and/or spectator. 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 Summer Challenge, any conduct in violation of Slovak law, and any conduct which would bring disrepute upon Summer Challenge 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 Summer Challenge rights to run the event in the manner it sees fit.

**Release:** In consideration of being allowed to participate in or attend the Summer Challenge, I hereby release Summer Challenge, their principals, agents, employees, sponsors, judges and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in or attendance at the Summer Challenge, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. Further, Summer Challenge, its officers, employees, and agents are hereby released from legal responsibility and/or liability for the release of any information and/or record as authorized by this consent form. I fully and forever release and discharge the aforementioned parties from any claims, demands, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from my participation in Summer Challenge.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, the remainder of the agreement shall remain in full force and effect.

If I am agreeing on behalf of a minor child, I also give full permission for any person connected with Summer Challenge to administer first aid deem

necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the wellbeing of the child.

**Images/Videos:** Spectators and participants grant Summer Challenge, and persons authorized by them, permission to take pictures and videos/movies of me and use them on their website and other promotional and educational materials without compensation to me. Images and videos/movies obtained by me will not be used for any commercial purpose without prior written consent of Summer Challenge.

**Medical Information:** As a part of the Summer Challenge, 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.

**Indemnification:** I recognize that there is risk involved in the activities offered by Summer Challenge. I therefore accept financial responsibility for any injury that I may cause either to myself or to others. 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 will reimburse them for such fees and costs. I agree to indemnify and hold harmless Summer Challenge organizing committee, their principals, agents, employees, sponsors, judges and volunteers 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 the Summer Challenge.

**Severability:** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

I have read and understood the foregoing and I understand that by agreeing with it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by me. I understand that by agreeing with this form I am waiving valuable legal rights.

**By registering in Summer Challenge I ACCEPT all the rules and agreements of the event and I also acknowledge that I have read and AGREE with everything contained within.**