



Waiver and Release

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my personal representatives, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to, during and from this event, THE FOLLOWING ENTITIES OR PERSONS (collectively, the "Releasees:"): The Fitness Council of Jackson, Thinking Real Estate, event holders (i.e., the persons and entities who participate as event locations and destinations), event sponsors, event volunteers, event location/property owners, event participants, their respective directors, officers, members, employees, volunteers, representatives, and agents, and their heirs, personal representatives, successors and assigns;

(B) I AGREE TO INDEMNIFY, DEFENDANT, HOLD HARMLESS, AND PROMISE NOT TO SUE the Releasees from any and all liabilities or claims made as a result of participation in this event.

I acknowledge that Think Jackson, LLC and their respective directors, officers, members, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Think Jackson, LLC.

I acknowledge that this event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, and actions or omissions of other people including, but not limited to, participants, volunteers, spectators, event monitors, and/or producers of the event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event and its related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

This Waiver and Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Signature

Date

Printed Name