

## **uFit Challenge REGISTRATION/WAIVER**

### **INFORMED CONSENT FOR EXERCISE PARTICIPATION**

I desire to engage voluntarily in an exercise program sponsored by uFit, a committee of the Urbandale Community Action Network (UCAN), in Urbandale, IA and administered by LIFETIME Athletic. I understand that the activities are designed to place a gradually increasing workload on the body in order to improve overall fitness. I understand that I am responsible for monitoring my own condition throughout my workouts and should any unusual symptoms occur, I would cease my participation and inform the Aspen staff and uFit volunteers of my symptoms.

In signing this consent form, I affirm that I have read, accept and understand this form in its entirety and that I understand the nature of exercise. I know that there may be risks associated with fitness classes and willingly accept those possibilities. I know that it is my responsibility to ensure my own safety. I take full responsibility for my own health and safety in participating in the fitness class and to the extent I deem advisable, will consult a physician before participating in any of the activities. I am unaware of any medical condition or limitation that would keep me from participating in this exercise program. I agree to pay all reasonable costs related to the program, including any medical costs I incur.

### **AGREEMENT AND WAIVER / RELEASE OF LIABILITY**

In consideration for being allowed to participate in this activity, which I do freely and voluntarily for my own personal benefit, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns to:

1. Waive, release and discharge from any and all liability to uFit and UCAN, their elected officials, employees, agents, and volunteers for my death, disability, personal injury, property damage, or property theft, or actions of any kind which may hereafter accrue to me.
2. Indemnify and hold harmless uFit and UCAN, their elected officials, employees, agents, and volunteers from any and all liabilities or claims made by other individuals or entities as a result of or relating to my participation in this activity.

Therefore, intending to be bound and as a condition of being allowed to participate in the uFit Challenge, I have freely signed this waiver on the date indicated.

## **uFit Challenge - NAME AND LIKENESS RELEASE**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby give uFit and its licensees, designees and assignees (collectively "uFit"), the absolute and irrevocable right and permission to:

Photograph me

Portray my first name

in connection with uFit's project and/or series currently entitled "uFit Challenge" and to use the results and proceeds thereof (collectively the "Material") as follows:

- a. To copyright the Material in uFit's own name or in any other name (the Material shall be considered a "work made for hire");
- b. To sell, market and receive payment or other compensation for the use of my image, likeness or portrayal in connection with uFit's project or program;
- c. To use, incorporate, broadcast, distribute, re-use, publish, re-publish, alter and/or edit the Material and/or my name, likeness, voice and portrayal in whole or in part, severally or in conjunction with other material (including in the main or end titles) for any purpose and in any manner whatsoever as uFit so chooses in any and all media, now known or hereafter devised, in any and all versions, throughout the universe and in perpetuity, as well as for promotion, merchandising, publicity and advertising.
- d. uFit has no obligation to use the Material, my name, voice or likeness.

I understand that all rights in and to the Material, including the negatives, out-takes, sounds and the images contained therein, shall be uFit's sole and absolute property.

I represent and warrant that I have the right to grant uFit the above-mentioned rights without obtaining the permission of, or making any payments to, any third party or entity. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of uFit. I hereby release you from, and covenant not to sue you for, any claim or cause of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the use of the Material or the exercise of any of the rights referred to herein.

I agree to indemnify and hold harmless uFit and any person claiming under uFit, and the officers, directors, and employees thereof, from and against any liabilities, losses, claims, demands, costs (including without limitation attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any of the above representations, warranties or agreement hereunder.

I acknowledge that, in the event of any breach by uFit or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. My rights and remedies in such event will be strictly limited to the right, if any, to recover damages in an action at law, and I will have neither the right to rescind or terminate this agreement or any of uFit's rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of the Project or any subsidiary or allied rights with respect thereto. This release constitutes our entire understanding and agreement with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto. This release will inure to the benefit of and will be binding upon our respective affiliates, successors, licensees, assigns, heirs and representatives. This release will be governed by the internal laws of the State of Iowa applicable to contracts wholly negotiated, executed and performed therein.