

## **The Breakaway Program Medical, Liability, and Media Agreement**

Express Assumption of risk:

I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. 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, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I'm Aware That Any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). 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 any activity or event while at, or under direction of The Breakaway Program.

I Acknowledge That I have no physical impairments, injuries, or illnesses that will endanger myself or others. In consideration of the above mentioned risks and hazards and in consideration of the fact that I'm Willingly and voluntarily participating in the activities offered by The Breakaway Program, I, the undersigned, hereby release The Breakaway Program, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or in anyway connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This Agreement Shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If Any portion of this agreement is held invalid, I Agree That the remainder of the agreement shall remain in full legal force and effect. If I'm signing on behalf of a minor child, I Also give full permission for any person connected with The Breakaway Program to administer first aid deemed 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.

The participant recognizes that there is risk involved in the types of activities offered by The Breakaway Program. Therefore, the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. 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 agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless The Breakaway Program, their principals, agents, employees, 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 activities offered by The Breakaway Program, at the venue of the event or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main venue, and/or any are selected for training by The Breakaway Program.

I Acknowledge That it obligates me to indemnify the parties named for any liability for injury or death of any person or damage to property caused by negligent or intentional act or omission. I understand that I may be found by a court of law to have waived my right to maintain a lawsuit against The Breakaway Program on the basis of any claim form which I have released the herein. I have had sufficient opportunity to read this entire document. I have read and understood the foregoing, and I agree to be bound by its terms.