



SIGN-UP SHEET

First Name: _____

Last Name: _____

Email: _____

Phone: _____

Date of Birth: (MM/DD/YYYY) ____ / ____ / ____

Emergency Contact

Name: _____

Phone: _____

This Box is for TrackTown USA staff to complete:

Waiver Complete

ID tag #: _____

TrackTown Fitness – Participant Release Form

Please Read Carefully

NCAA/HIGH SCHOOL ELIGIBILITY. I understand and agree that if I am, or may become a student-athlete I am responsible for my own eligibility and/or amateur standing. I am aware of, and agree to comply with, all applicable rules, regulations, and bylaws of my state association, the NCAA and of any other governing body (“the Rules”). I understand the consequences of any failure to comply with the Rules, including but not limited to, loss of my eligibility to participate in future athletic contests in any sport.

For purposes of this “Participant Release” document, the term “Event” will refer to TrackTown Fitness workout that I may attend now or in the future, at any locations it may be held, any and all transportation to, from and between any TrackTown Fitness workout locations, all product given/provided at any TrackTown Fitness workout, and all other activities related to any TrackTown Fitness workout and to my participation in any TrackTown Fitness workout. In consideration of the opportunity to participate in the Event, I acknowledge and agree that:

- 1. ASSUMPTION OF RISK.** Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others, the rules of play, and the condition of the facilities and equipment. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. **I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgement of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.**
- 2. RELEASE FROM LIABILITY.** I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge TrackTown USA, Inc., Track Town Events LLC, Oregon21 LLC, their respective officers, directors, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (**collectively the “Released Parties”**) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.
- 3. AUTHORIZATION TO RECORD AND USE RECORDINGS, ANME AND EVENT INFO.** I hereby grant TrackTown USA, Inc., Track Town Events LLC, Oregon21 LLC, its affiliates, subsidiaries, successors, assigns and licensees (**collectively “TrackTown USA”**) permission to film, photograph, video record and otherwise record my image, voice, or any other aspect of the recording at the Event (**collectively the “Recording”**) and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. If applicable, I also hereby grant TrackTown USA permission to display my name, Event standings and results, in any media and in any manner now known or hereafter developed. TrackTown USA shall have no obligation to use any of the rights I grant. I represent that it is not necessary for TrackTown USA to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.
- 4. LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS.** I hereby grant to TrackTown USA, Track Town Events LLC and Oregon21 LLC a perpetual license to use all comments, feedback and ideas I may share with them, without notice, compensation or acknowledgement to me, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.
- 5. ARBITRATION.** In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (but not its Procedures for Large, Complex Commercial Disputes). The hearing shall be conducted in Eugene, Oregon unless both parties consent to a different location and this Participant Release shall be governed by Oregon law, without reference to its conflicts of law principles. The decision of the arbitrator shall be final and binding upon all parties, and judgement upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

I have read this Participant Release, am over the age of majority, fully understand and agree to its terms, and understand that I am giving up substantial rights by agreeing to it. I agree to this Participant Release freely and voluntarily, without any inducement or coercion.

SIGNATURE OF PARTICIPANT

PRINT PARTICIPANT NAME

DATE SIGNED

IF PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN MUST READ, SIGN BELOW AND RETURN TO TRACKTOWN USA:

I am the parent or legal guardian of the above-NAMED PARTICIPANT, AND I AGREE THAT THE PARTICIPANT MAY TAKE PART IN THE Event. In the event that transportation is required for Event workouts, I understand and authorized the above-named participant to utilize transportation provided by the Event, I consent to the participant taking the bus, car or other vehicle provided. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Participant Release, and (2) authorize TrackTown USA to arrange for any necessary medical treatment for the Participant named above. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I any have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

PARENT OR GUARDIAN SIGNATURE

PRINT NAME

DATE SIGNED