



FESTIVUS GAMES
ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY

Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

E-Mail: _____ Phone number: _____

Limitations or Injuries: _____

Emergency contact name and number: _____

I, _____ (Print Name), am a voluntary participant in the Festivus Games. Festivus Games is a functional fitness competition. I am aware of the physical risks involved with strenuous exercise and understand it is my personal responsibility to consult with my doctor regarding my participation. I have no medical condition that would prevent me from taking part in the Festivus Games, and I assume responsibility for any risk or injury I may sustain as a result of my participation.

In consideration for being allowed to participate, I further agree as follows:

Risk Factors. The undersigned understands and acknowledges that participation in the Festivus Games involves risks including, but not limited to, risk of property damage and bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from the use of the fitness equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care in public while individually participating in exercise that may be associated with the Festivus Games.

Assumption of Risk. The undersigned voluntarily assumes all risks that may arise out of or result from participating in the Festivus Games, including those risks described in Section 1 above.

Indemnify and Defend. THE UNDERSIGNED, ON BEHALF OF HIM/HERSELF AND HIS/HER HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES, HEREBY RELEASES, WAIVES, INDEMNIFIES AND HOLDS FESTIVUS GAMES, LLC, ITS AGENTS, SERVANTS, REPRESENTATIVES, SUCCESSORS IN INTEREST AND ASSIGNS HARMLESS TO THE EXTENT ALLOWED BY LAW FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, LIABILITY, LOSSES, OR DAMAGES FOR ANY PROPERTY DAMAGE, PROPERTY LOSS OR THEFT, PERSONAL INJURY, DEATH OR OTHER LOSS ARISING FROM OR RELATING TO THE UNDERSIGNED'S PARTICIPATION IN THE FESTIVUS GAMES. THE RELEASE EXTENDS TO ALL PERSONS, FIRMS OR CORPORATIONS WITH WHOM FESTIVUS GAMES, LLC MAY BE AFFILIATED WITH IN HOSTING THE FESTIVUS GAMES.

Jurisdiction. This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Illinois. The parties agree to use the State of Illinois for Jurisdiction and the County of Sangamon as Venue for any disputes between the parties.

I HEREBY CERTIFY THAT: (A) I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT; (B) I REALIZE THAT IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY; AND (C) I WISH TO BE BOUND BY ITS TERMS AND CONDITIONS.

Date

Signature of Participant
(if under 18 years old, parent or legal guardian must sign)