

WAIVER & RELEASE OF LIABILITY FORM ("Form")

Full name: _____
Nationality: _____
Telephone/Mob: _____
Date of Birth: _____
E-Mail: _____

WAIVER

I (collectively, "I," "me," or "my") have voluntarily chosen to participate in **Under Armour Dubai Fitness Challenge ("Challenge")** organized by Athlocity LLC. I understand that the Challenge is potentially hazardous activity. I am participating in the Challenge of my own will and accord and I agree to assume any and all risks of injury or death which might be associated with or result from participation in the Challenge. I hereby exonerate, waive and release any claims that I may have against Athlocity, Under Armour in the manner set forth herein. I abide by the following Terms and Conditions given below:

Terms and Conditions:

1. I understand and acknowledge that participation in the Challenge is potentially dangerous and represents a test of a person's physical and mental limits involving risks, dangers that include, without limitation, the potential for serious bodily injury, temporary or permanent disability, paralysis and loss of life; loss of or damage to equipment and property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from (i) adverse weather conditions; (ii) imperfect course or track conditions; (iii) land, water and surface hazards; (iv) equipment failure; (v) inadequate safety measures; (vi) participants of varying skill levels; (vii) situations beyond the immediate control of the Organizers; and (viii) other undefined, not readily foreseeable and presently unknown risks and dangers (collectively "**Risks**").
2. I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Challenge, or the negligent acts or omissions of Athlocity and I assume any and all risk of personal injury, disability or death or any damage to, loss of, or theft of personal property, which I may incur as a result of participation in the Challenge.
3. I agree that should I elect to make use of the first aid facilities (collectively "**Facilities**") provided by Athlocity I shall assume the sole responsibility for any and all risks of my health arising out of or due to availing such Facilities. I, the undersigned fully acknowledge that the Challenge requires professional understanding and proper Trial for participation in the Challenge and shall be solely under the supervision of professional instructor and guides. I accept sole responsibility for my own conduct and actions while participating in the Challenge and the protection of my private property.
4. I understand and acknowledge that participation without a professional instructor or proper Trial might involve the risk of injuries (minor or major) or death. Therefore, I hereby agree to abide by the instructions of the professional instructor, Coach, while Trial including without limitation, any safety instructions at all times. I, the undersigned acknowledge and confirm that I am professionally and properly trained to take part in the activities comprised in the Event.
5. I acknowledge and state that, to the best of my knowledge, I do not have any known medical, physical, mental or other known disabilities or conditions that might compromise the ability to participate safely. For my own safety and protection, I have disclosed to Athlocity any and all known pre-existing conditions, whether medical, physical, mental, emotional or otherwise, that might prejudice my ability to participate safely. I hereby agree to abide by Athlocity's, decision regarding my participation in the Challenge if, in its judgment, that decision would best ensure safety. I understand and agree that all health conditions should be immediately brought to the attention of Athlocity.
6. Participants with health concerns, disabilities, back, neck, arm or shoulder problems, who have heart problems, seizure disorders, balance problems, pregnant or otherwise have other medical concerns suggesting caution (collectively "**Medical Disability**"), should not participate in the Challenge. I hereby confirm that I am / my child is / my children are free of any Medical Disability.
7. Without prejudice to the generality of the forgoing, I understand and agree to observe and follow rules as set forth below:
 - a) All participants must receive and follow instructions for participating in the Challenge
 - b) No horseplay is allowed in or around the Challenge venue
 - c) Tampering with or compromising equipment and/or any safety devices is absolutely prohibited.

RELEASE OF LIABILITY

8. In consideration of participating in the Challenge, I agree to release from all legal liabilities and not sue ATHLOCITY and/or its Partners, or any of their parent companies, subsidiaries, owners, employees, agents, landowners, for injury or death resulting from my participation in the Challenge, regardless of the cause, including the alleged negligence of the Coach. I further agree to defend, indemnify and hold harmless ATHLOCITY for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the Challenge.

9. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID PERPETUALLY WITHOUT LIMITATION IN POINT OF TIME. I understand that this Release of Liability will prevent me and my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the Challenge. Additionally, in the event I file / any legal representative files a claim or a lawsuit arising out of my participation in the Challenge, I agree to defend, indemnify and hold harmless Athlocity for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this Form, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives.

I have had sufficient opportunity to read this entire Form and to ask Athlocity staff any questions I may have had. I have read it and understand it and agree to be bound by its terms. My signature below and my having initialed the paragraphs above indicate that I have entered into this Form, waiver of liability, assumption of risk, and indemnity agreement voluntarily and of my own free will.

CONSENT FORM - UNDER ARMOUR CHALLENGE
(Images and Video Footage Usage Release)

I hereby authorize the use and reproduction of my image and/or likeness by Athlocity and its authorized representatives without payment of fees, royalties, special credit, compensation or restriction. I hereby understand and agree that photographs and videos of the Challenge may be used by Athlocity at any time, regardless of date used on any media including without limitation on Facebook, Instagram, Athlocity's website or any social media outlets.

By participation in the Challenge, I agree to be photographed or filmed and agree that any photographs or footage may be used from the Challenge. I hereby release Athlocity from any claims that may arise regarding the use of my / my child/ children's image, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright.

Release:

By my participation in the Challenge, I hereby consent to the use of photographs and / or recordings singularly or in conjunction with other photographs and/or recordings for advertising, publicity, commercial or other business purposes. I understand that the term "photograph" as used herein encompasses both still photographs and motion picture footage.

<p>Signature of Applicant:</p> <p>Name of Applicant:</p> <p>Date:</p>
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