



PARTICIPANT WAIVER AND RELEASE

I, the undersigned, in consideration of being allowed to participate in activities at EBS Performance and Fitness (EBS) I acknowledge that the training, conditioning and events will involve strenuous and hazardous physical activity. I certify that to the best of my knowledge I am in excellent physical health and have no physical limitations that would prevent them from participating in the any and all activates at or coordinated by EBS. By signing below I am further acknowledging that I have read this statement and that I will be legally bound for myself, my heirs, executor and administrators, do hereby discharge, indemnify, hold harmless, and release EBS and all of its respective affiliates, officers, directors, employees, agents, affiliated cities, counties and states including their representatives from any and all liability for all claims, demands, losses, damages, and costs, including reasonable attorneys fees, that arise out of or in connection with any personal injury, death, property damage, and/or loss suffered in connection with the my participation in any and all activities. I expressly assume all risks of my participation in this activity, including, without limitation, injury as a result of the acts of omission of the above parties or some defect in or on their property of any of them, whether caused by negligence or otherwise, except for illness and injury resulting directly from solely gross negligence or willful misconduct on the part of EBS or aforementioned affiliates. I agree to indemnify, save, hold harmless and defend each and every of the above parties of and from any and all losses, damages, expenses, medical expenses, costs, and attorney's fees arising out or resulting from my participation in EBS activates. Furthermore, I acknowledge that I am participating at my own risk and understand that EBS and its affiliates are not responsible for the conduct of another participant or spectators. I certify that I have read and understand this waiver and release and have placed my signature below.

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SIGNATURE	GUARDIAN SIGNATURE (If a minor)
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PRINT NAME	PRINT NAME
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DATE	DATE