

# RUNFELLOW

GEAR + COMMUNITY

## WAIVER, PHOTOGRAPHY RELEASE AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK

### **TO BE READ AND ACKNOWLEDGED BY EVERY PARTICIPANT**

**DISCLAIMER:** *RUNFELLOW*, its founders, and leaders **are NOT responsible** for any injury, including death, to any person participating in *RUNFELLOW* events, including, but not limited to, weekly club runs, social gatherings and athletic events organized by third parties in which *RUNFELLOW* members participate (collectively, “workouts”).

**In consideration of my acceptance** and my participation in *RUNFELLOW* workouts, I hereby release and covenant not to sue *RUNFELLOW* or its founders or leaders, for any and all present and future claims resulting from ordinary negligence and inherent risk during *RUNFELLOW* workouts, including but not limited to, any loss, injury, damage, or liability sustained by me.

**I understand** that the reaction of the heart, lung and blood vessel system to exercise cannot always be predicted with accuracy. **I know and understand** there is a risk of certain abnormal changes which may occur during or following exercise, including, but not limited to, abnormalities of blood pressure and heart attacks. Performance of exercises may lead to muscle skeletal strains, pain and/or injury, if adequate warm-up, gradual progression and safety procedures are not followed. **I understand** that *RUNFELLOW* shall not be liable for any damages arising from personal injuries sustained by me while participating in and during participation of the *RUNFELLOW* workouts. **I understand and warrant**, release and agree that I am in good physical condition and that I have no disabilities, impairments or ailments that would prevent me from engaging in active or passive exercise that could be detrimental or inimical to heart, safety and/or comfort or physical condition while I engage or participate in *RUNFELLOW* exercises. I have had a recent physical check-up and have a medical physician’s permission to engage in aerobic and/or anaerobic activities. **I hereby agree** to release, discharge and hold harmless *RUNFELLOW*, its founders, and leaders, from all causes, liabilities, damages, claims or demands whatsoever on account of any injury or accident involving myself arising out of my participation in *RUNFELLOW* workouts.

**I acknowledge** that physical exercise can be dangerous and involve risk of serious injury, paralysis and/or death. I further acknowledge that the location and conditions of *RUNFELLOW* workouts may be inherently dangerous due to the presence of moving traffic, construction and similar hazards as well as natural weather conditions and darkness. **I understand** that I should wear appropriate safety attire and equipment, including, but not limited to, reflective gear, running/head lamps and water resistant clothing. **I hereby acknowledge and agree** to assume responsibility for all the risks, whether identified herein or not, even those risks arising out of negligence of the releasee. My participation is purely voluntary. **I assume full responsibility** for myself for any bodily injury.

#### **PHOTOGRAPHY RELEASE AGREEMENT:**

**I acknowledge** that during *RUNFELLOW* workouts I may be photographed or filmed by *RUNFELLOW* leaders, trainers, and other professional or amateur photographers. **I hereby grant** to *RUNFELLOW*, its legal representatives, assignees, and those acting under its authority, the unrestricted right and permission to copyright and/or use, and/or publish photographic portraits or pictures, and the negatives, transparencies, prints, or digital information pertaining to them, in still, single, multiple, moving or video format, or in which I may be included in whole or in part, or composite, or distorted in form, or reproductions thereof, in color or otherwise (collectively, "Material"), in any media, advertising, or any other lawful purpose.

**I hereby relinquish** any rights to examine or approve the finished product or products or the advertising copy or printed matter that may be used in connection with an image that *RUNFELLOW* has taken of me or my liking, or the use to which it may be applied. **I waive any ownership and publication right** in connection with the Material, with the exception of the personal use of the Material as part of personal modeling portfolio. **I waive my right** to sell, license or publish any of the Material that to any person or entity.

**I further release** *RUNFELLOW*, and its founders, leaders, affiliates, officers, agents, volunteers, servants, or employees ("Releasees") from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the proper commercial or artistic use of these images unless it can be shown that said reproduction was maliciously caused, produced and published for the sole purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity.

**I waive any and all claims**, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me, or any of the property belonging to me, while performing the photography session, or while in, on or upon the premises where the photography session was performed.

**I HAVE READ THE FOREGOING INFORMATION AND UNDERSTAND THE WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK DOCUMENT. I FULLY UNDERSTAND THAT I HAVE GIVEN-UP SUBSTANTIAL RIGHTS BY ACKNOWLEDGING THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK DOCUMENT AND I HEREBY ACKNOWLEDGE IT VOLUNTARILY.**