



## Waiver & Consent Form

WE NEED YOU TO READ THE FOLLOWING WAIVER, CONSENT, AND RELEASE FORM.

**EXPRESS ASSUMPTION OF RISK:** I AM AWARE THAT THERE ARE SIGNIFICANT RISKS INVOLVED IN ALL ASPECTS OF THE DESERT GAMES. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO: FALLS WHICH CAN RESULT IN SERIOUS INJURY OR DEATH, INJURY OR DEATH DUE TO NEGLIGENCE ON THE PART OF MYSELF, OR OTHER PEOPLE AROUND ME, INJURY OR DEATH DUE TO IMPROPER USE OR FAILURE OF EQUIPMENT. I AM AWARE THAT ANY OF THESE ABOVE MENTIONED RISKS MAY RESULT IN SERIOUS INJURY OR DEATH TO ME. I AFFIRM THAT I HAVE READ THE ARTICLE ON RHABDOMYOLYSIS IN THE CROSSFIT JOURNAL, AND AM FULLY AWARE OF THE RISKS OF RHABDOMYOLYSIS. I WILLINGLY ASSUME FULL RESPONSIBILITY FOR THE RISKS THAT I AM EXPOSING MYSELF TO AND ACCEPT FULL RESPONSIBILITY FOR ANY INJURY OR DEATH THAT MAY RESULT FROM PARTICIPATION IN OR ATTENDANCE AT THE DESERT GAMES. I HAVE NO PHYSICAL IMPAIRMENTS OR ILLNESSES THAT WILL ENDANGER MYSELF OR OTHERS.

**TERMINATION:** EP LIVE FIT, LLC RESERVES THE RIGHT TO TERMINATE ANY ATHLETE, VOLUNTEER OR SPECTATOR'S PARTICIPATION IN THE DESERT GAMES (THE "GAMES") AT ANY TIME, WITH NO FURTHER OBLIGATION OR DUTY TO SUCH ATHLETE. REASONS FOR DISQUALIFICATION MAY INCLUDE, BUT ARE NOT LIMITED TO, ANY OF THE FOLLOWING NON-EXHAUSTIVE EXAMPLES: TAUNTING ANOTHER COMPETITOR OR OTHER UNSPORTSMANLIKE BEHAVIOR, ANY ACTIONS THAT SHOW AN INTENT TO CHEAT OR CIRCUMVENT THE RULES OR INTENT OF THE RULES OF THE GAMES, ANY CONDUCT IN VIOLATION OF TEXAS LAW, AND ANY CONDUCT WHICH WOULD BRING DISREPUTE UPON EP LIVE FIT IN THE EYES OF THE VIEWING PUBLIC. THIS LIST IS NOT EXCLUSIVE OR EXHAUSTIVE AND IS MEANT AS A GUIDE TO COMPETITORS, NOT AS A LIMITATION ON EP LIVE FIT, LLC'S RIGHTS TO RUN THE GAMES IN THE MANNER IT SEES FIT.

**RELEASE:** IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN OR ATTEND THE GAMES, I HEREBY RELEASE EP LIVE FIT LLC, THEIR PRINCIPALS, AGENTS, EMPLOYEES, AFFILIATES, AND VOLUNTEERS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS OR RIGHTS OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN OR ATTENDANCE AT THE GAMES, INCLUDING THOSE ALLEGEDLY ATTRIBUTED TO THE NEGLIGENT ACTS OR OMISSIONS OF THE ABOVE MENTIONED PARTIES. FURTHER, EP LIVE FIT LLC, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE HEREBY RELEASED FROM LEGAL RESPONSIBILITY AND/OR LIABILITY FOR THE RELEASE OF ANY INFORMATION AND/OR RECORD AS AUTHORIZED BY THIS CONSENT FORM. I FULLY AND FOREVER RELEASE AND DISCHARGE THE AFOREMENTIONED PARTIES FROM ANY CLAIMS, DEMANDS, RIGHTS OF ACTION, OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED. THIS AGREEMENT SHALL BE BINDING UPON ME, MY SUCCESSORS, REPRESENTATIVES, HEIRS, EXECUTORS, ASSIGNS, OR TRANSFEREES. IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID, THE REMAINDER OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IF I AM SIGNING ON BEHALF OF A MINOR CHILD, I ALSO GIVE FULL PERMISSION FOR ANY PERSON CONNECTED WITH EP LIVE FIT, LLC TO ADMINISTER FIRST AID DEEMED NECESSARY, AND IN CASE OF SERIOUS ILLNESS OR INJURY, I GIVE PERMISSION TO CALL FOR MEDICAL AND OR SURGICAL CARE FOR THE CHILD AND TO TRANSPORT THE CHILD TO A MEDICAL FACILITY DEEMED NECESSARY FOR THE WELL BEING OF THE CHILD.

**IMAGES:** SPECTATORS AND PARTICIPANTS GRANT EP LIVE FIT, LLC AND PERSONS AUTHORIZED BY THEM, PERMISSION TO TAKE PICTURES AND MOVIES OF ME AND USE THEM ON THEIR WEBSITE AND OTHER PROMOTIONAL AND EDUCATIONAL MATERIALS WITHOUT COMPENSATION TO ME.

MEDICAL INFORMATION: AS A PART OF THE DESERT GAMES, I HEREBY UNDERSTAND THE INTEREST IN ATHLETE INJURIES TO MEMBERS OF THE PUBLIC AND THE VIEWING AUDIENCE, AND I THEREFORE EXPRESSLY CONSENT TO ALLOW ONLY THE MINIMUM NECESSARY INJURY INFORMATION TO BE RELEASED TO ACCOMPLISH THE INTENDED PURPOSE. THAT IS, TO INFORM THE PUBLIC OF MY ABILITY TO CONTINUE ON IN THE COMPETITION OR IF IT MIGHT IMPACT MY ABILITY TO CONTINUE. I,

\_\_\_\_\_, ALSO AUTHORIZE MEDICAL STAFF AND TRUSTEES OF THAT SYSTEM TO USE MY MEDICAL INFORMATION FOR MY PERSONAL WELL-BEING AND SAFETY AND THE SAFETY OF OTHERS. I UNDERSTAND THAT THIS INFORMATION IS PROTECTED UNDER FEDERAL REGULATIONS UNDER THE HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND MAY NOT BE DISCLOSED WITHOUT MY AUTHORIZATION AND I MAY REVOKE MY AUTHORIZATION AT ANY TIME. THIS FORM UNDER HIPAA ALLOWS ACCESS FOR NO MORE THAN ONE (1) YEAR FROM DATE OF SIGNATURE.

INDEMNIFICATION: I RECOGNIZE THAT THERE IS RISK INVOLVED IN THE ACTIVITIES OFFERED BY THE DESERT GAMES. I THEREFORE ACCEPT FINANCIAL RESPONSIBILITY FOR ANY INJURY THAT I MAY CAUSE EITHER TO MYSELF OR TO OTHERS. SHOULD THE ABOVE MENTIONED PARTIES, OR ANYONE ACTING ON THEIR BEHALF, BE REQUIRED TO INCUR ATTORNEY'S FEES AND COSTS TO ENFORCE THIS AGREEMENT, I WILL REIMBURSE THEM FOR SUCH FEES AND COSTS. I AGREE TO INDEMNIFY AND HOLD HARMLESS EP LIVE FIT, LLC THEIR PRINCIPALS, AGENTS, EMPLOYEES, AFFILIATES, AND VOLUNTEERS FROM LIABILITY FOR THE INJURY OR DEATH OF ANY PERSON(S) AND DAMAGE TO PROPERTY THAT MAY RESULT FROM MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION WHILE PARTICIPATING IN THE DESERT GAMES.

SEVERABILITY: IF ANY PROVISION OF THIS AGREEMENT IS HELD IN WHOLE OR IN PART TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINDER OF THAT PROVISION AND OF THE ENTIRE AGREEMENT WILL BE SEVERABLE AND REMAIN IN EFFECT. I HAVE READ AND UNDERSTOOD THE FOREGOING AND I UNDERSTAND THAT BY SIGNING IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY ME. I UNDERSTAND THAT BY SIGNING THIS FORM I AM WAIVING VALUABLE LEGAL RIGHTS.

\* PLEASE SIGN TO ACKNOWLEDGE THAT YOU HAVE READ AND AGREE WITH EVERYTHING CONTAINED WITHIN.

\_\_\_\_\_ Printed Name of Athlete

\_\_\_\_\_ Signature of Athlete

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Date of Birth

\_\_\_\_\_ Team Name

(Circle One) SCALED DIVISION / RX DIVISION / Firebreather Division

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Today's Date