

# **FITNESS FESTIVAL LIABILITY WAIVER AND RELEASE**

**Event Name:** Freemansburg Fitness Festival

**Event Date:** June 7, 2025

**Event Location:** Gerald C Yob Community Park. Freemansburg, PA

By signing this waiver, I, the undersigned participant, acknowledge and agree to the following terms and conditions as a condition of my participation in [Fitness Festival Name] (the "Event").

## **1. Assumption of Risk**

I acknowledge that participating in physical activities, including but not limited to fitness classes, training sessions, competitions, and demonstrations at the Event, involves inherent risks, including but not limited to bodily injury, illness, disability, or death. I voluntarily assume all risks associated with my participation in the Event, including risks arising from the actions, omissions, or negligence of event organizers, sponsors, trainers, instructors, volunteers, and other participants.

## **2. Waiver and Release of Liability**

In consideration of my participation in the Event, I hereby release, waive, and discharge [Event Organizers], all event sponsors, affiliated organizations, trainers, instructors, volunteers, vendors, and their respective officers, directors, employees, agents, representatives, and insurers (collectively, the "Released Parties") from any and all liability, claims, demands, causes of action, or expenses (including attorney's fees) arising out of or related to any injury, illness, damage, or loss I may sustain as a result of my participation in the Event.

## **3. Medical Treatment and Insurance**

I certify that I am physically capable of participating in the Event and have no medical condition that would prevent me from safely doing so. I assume full responsibility for obtaining any necessary medical treatment in the event of injury or illness. I further acknowledge that I am responsible for any medical costs incurred due to my participation.

## **4. Indemnification**

I agree to indemnify and hold harmless the Released Parties from any and all claims, liabilities, damages, costs, or expenses arising out of my participation in the Event, including any claims made by third parties alleging injury or damages caused by me.

## **5. Media Release**

I grant permission to the Event Organizers and their affiliates to record, photograph, and use my name, likeness, voice, and appearance in connection with the Event for promotional, advertising, and other commercial purposes in any media without compensation. I waive any rights of privacy, publicity, or compensation arising from such use.

## **6. Governing Law and Severability**

This waiver shall be governed by the laws of the state in which the Event is held. If any provision of this waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **7. Acknowledgment of Understanding**

I have read and understand this waiver and release of liability, and I voluntarily sign it, acknowledging that I am giving up substantial legal rights. I agree that this document shall be binding upon me, my heirs, executors, administrators, and assigns.

**Participant Name (Printed):** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

**Emergency Contact Phone:** \_\_\_\_\_

If the participant is under 18 years of age, a parent or legal guardian must sign below:

**Parent/Guardian Name (Printed):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_