

OUTDOOR SYPHUS TRAINING PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY

I understand that while Syphus Training, LLC strives to provide a safe workout alternative to their normal indoor practices, participating in outdoor activities can be dangerous. Such activities pose a risk of emotional or physical injury, including the possibility of serious bodily injury or death. I also understand that damage to property may occur incident to my participation in this activity.

In consideration of my application, and permitting me to participate in this event; I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue as a result of my participation in or travel to and from this event; THE FOLLOWING ENTITIES OR PERSONS: Mike Hackett, Syphus Training LLC, its directors, officers, employees, volunteers, spectators, representatives, licensors and agents, sponsors, directors, volunteers (hereinafter collectively referred to as "SYPHUS"); and (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my participation in, and travel to and from, this activity.

I have carefully read and agree with the following statements: **(please initial)**

_____ I understand that there are risks associated with outdoor activities which include, but are not limited to: severe sunburn, dehydration, heat stroke, hypothermia, frost bite, lightning strike, animal attack, and injuries caused by terrain, facilities, debris, equipment, or other people. I voluntarily accept these risks along with any and all similar risks.

_____ I understand that each activity I am about to participate in poses unique risks inherent to each activity. I understand the nature of the activities I will participate in and the associated risks. I voluntarily accept these risks along with any and all similar risks.

_____ I understand that this activity may be physically strenuous and requires a certain level of physical fitness. I am in good physical condition, can meet the rigors of this event, and have not been advised otherwise by a physician. I assume the risks of any medical conditions I may have.

_____ I agree to use all provided equipment and supplies as intended and instructed. I also understand that I may be held responsible for the repair or replacement of any equipment, supplies, or facilities that are lost or damaged as a result of my participation in this event.

_____ I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this activity, or agree to bear such costs myself.

By signing this document, I agree that I understand the potential risks associated with this activity and voluntarily accept them. I also acknowledge that if anyone is hurt or property is damaged during my participation in this activity, or travel to or from it, I may be found by a court of law to have waived my right to maintain a lawsuit against the Syphus Training LLC, SYPHUS and Mike Hackett on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

PRINT NAME: _____

SIGNATURE: _____

DATE SIGNED: _____

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in Syphus Training LLC's exercise program and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to, and illness from, infectious diseases including but not limited to MRSA, influenza, and COVID-19. While personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Syphus Training, LLC, including their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, affiliates, licensors, advertisers, and if applicable, owners and lessors ("SYPHUS") of premises used to conduct the exercise program and activities, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____