



## **HERCULES** FITNESS CHALLENGE

### **2017 RACE WAIVER**

Participant Name:

Emergency Contact Name & Relation:

WAIVER: I, \_\_\_\_\_, the undersigned participate (and my parent or guardian if I am younger than 18 years of age), intending to be legally bound, do hereby forever release and waive any and all rights, claims, and actions for damages that we, our heirs, executors, administrators, and assigns may have, or that may hereafter accrue against any and all persons, organizations, and other entities associated with the event, including, but not limited to Ayo Fitness, sponsors, affiliates, volunteers, and individual race organizers, arising out of or in connection with my involvement before, during or after the event. I verify that I am physically fit and sufficiently trained to participate in this event and I assume the risks involved in the activity. I further attest that I will be mindful of traffic along the race course, and hold said sponsors and organizers blameless in any harm that may happen. I also give my permission for the free use of my name and/or pictures in telecasts, broadcasts, newspapers, posters, advertising, etc. I also acknowledge understanding that the charge to my card will show up as Ayo Fitness. I acknowledge that the online processing fees and charitable donations are non-refundable. I also acknowledge that any charitable donations will have 4.97% withheld from the donation to pay credit card and administrative costs. Ayo Fitness shall not be liable to you for any direct, indirect, special, incidental, consequential or exemplary damages including, but not limited to, loss of profits, goodwill, use, data or other intangible losses. Ayo Fitness does not guarantee the completeness or accuracy of any information contained in, or provided in conjunction with the <http://www.raceentry.com> website. Ayo Fitness is not responsible for any omissions or inaccuracies, or for the results obtained from this information. Ayo Fitness facilitates registration for various events, some of which allow participants under the age of thirteen (13). We require a submission of birth date for all registration entries. For children under the age of thirteen (13), parental or guardian consent is required. You agree that the statutes and laws of the State of NEW YORK, USA, will apply to all matters relating to the Agreement and Waiver. You irrevocably consent that exclusive jurisdiction for any dispute with Ayo Fitness relating to this Agreement and Waiver resides in the courts of NEW YORK and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of NEW YORK in conjunction with any such dispute including any claim involving Ayo Fitness.

