

# Liability Waiver for 9/11 Memorial Fitness Challenge

## ACKNOWLEDGEMENT AND RELEASE AND WAIVER OF LIABILITY

I, the undersigned, on behalf of myself, my heirs, and assigns, acknowledge that participation in the 9/11 Memorial Fitness Challenge is expressly conditioned on my agreement to each of the terms of this document. I, on behalf of myself, acknowledge and agree as follows:

1. Participation in the 9/11 Memorial Fitness Challenge (Challenge) involves physical exercise, sport and recreational activities which may cause injury or even death. I have reviewed the demonstration video and understand that the Challenge consists of the following activities:
  - a. (1) lap around the block – approximately ½ mile
  - b. buddy carry (optional) or sandbag carry 25-100 lb. bags (optional)
  - c. (30) plank taps
  - d. buddy carry (optional) or sandbag carry 25-100 lb. bags (optional)
  - e. (30) Air Squats
  - f. buddy carry (optional) or sandbag carry 25-100 lb. bags (optional)
  - g. (30) Mountain Climbers – 3 count
  - h. buddy carry (optional) or sandbag carry 25-100 lb. bags (optional)
  - i. (30) xfit push-ups
  - j. buddy carry (optional) or sandbag carry 25-100 lb. bags (optional)
  - k. (20) break dancers
  - l. buddy carry (optional) or sandbag carry 25-100 lb. bags (optional)
  - m. (15) face melters
  - n. buddy carry (optional) or sandbag carry 25-100 lb. bags (optional)
  - o. (10) thrusters
  - p. buddy carry (optional) or sandbag carry 25-100 lb. bags (optional)
  - q. (10) burpees
  - r. travel back to the bottom floor, complete (1) lap around block
  - s. CHALLENGE COMPLETED
2. With the foregoing understanding, I, on behalf of myself, my heirs, and assigns, understand that there is an inherent risk of injury when choosing to participate in this Challenge. My participation in the Challenge is a voluntary activity in all respects and I, on behalf of myself, assume all risks of injury and illness that may result from such use. I further acknowledge that even if I am employed by the Sheriff of Durham County, my participation in the Challenge is an off-duty activity for which and that I am not entitled to any compensation or worker's compensation coverage for participation therein.
3. As the participant, I, on behalf of myself, my heirs and assigns, recognize and acknowledge that there are risks of physical injury and I, on behalf of myself, agree to assume the full risk of any injuries (including death), damages or loss which I, on behalf of myself, my heirs and assigns, may sustain as a result of participating in any and all activities arising out of, connected with or in any way associated with my participation in the Challenge.
4. I, on behalf of myself, do hereby fully release and discharge the Sheriff of Durham County, his agents and employees, The County of Durham, its employees and agents, and the

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Sheriff's Office Ladies' Auxiliary (collectively, the "Released Parties") from any and all liability, claims and causes of action from injuries or illness (including death), damages or loss which I, on behalf of myself, my heirs and assigns, may have or which may accrue to me on account of my participation in the Challenge. This is a complete and irrevocable **Release And Waiver Of Liability**. Specifically and without limitation, I, on behalf of myself, my heirs and assigns hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I, on behalf of myself, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.

5. I, on behalf of myself, my heirs and assigns, further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with my participation in the Challenge.
6. In the event of any emergency, I, on behalf of myself, my heirs, and assigns, authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I, on behalf of myself, will be responsible for payment of any and all medical services rendered.
7. I have been advised to consult with a physician before I participate in the Challenge and otherwise undertake any physical exercise program. I, on behalf of myself, my heirs and assigns, certify that I am in good health and sufficient physical condition to participate in all aspects of the Challenge.
8. The Released Parties are not responsible for any loss or theft of personal property brought to or left by me while participating in the Challenge, and I, on behalf of myself, my heirs and assigns, release the Released Parties from any liability for such loss or theft.

I, on behalf of myself, my heirs, and assigns, have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I am 18 years old or older. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

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

**Printed Name:** \_\_\_\_\_

**Emergency contact:**

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Witnessed by:** \_\_\_\_\_