

TERMS OF USE – HEALTH CHALLENGE USA

Every participant must read and agree to this Liability Release and Waiver document. Your acceptance to become a participant when signing up for an activity/challenge (hereinafter the Event) will be recorded and on file with Health Challenge USA (hereinafter HCUSA) in order to participate.

Event: Sponsored Health Challenge USA

Acknowledgment of Risk and Release document from Liability. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (the participant), a legal adult or someone I have authorized to represent me, hereby grant on my own behalf, agree to release and to hold harmless HCUSA, on wherever premises the Event will be held (hereinafter the “Location”), and the respective directors, officers, representatives, members, agents and employees of HCUSA, my employer and their respective affiliates (hereinafter collectively referred to as “Releasees”) from any and all liability, even in the event of negligence of the Releasees or otherwise, any claim, judgment, loss, liability, cost and expenses (including, without limitation, attorney’s fees and costs) arising out of or connected with the Event, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that I may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the Location for the Event. This Liability Release does not, however, apply to gross negligence or intentional torts by Releasees.

I further expressly agree to indemnify and hold harmless Releasees and Releasees’ heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by myself or by any other persons on account of damages of any character resulting to myself in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any losses Releasees may have to pay as a result of any such action, claim or demand.

I, on my own behalf, hereby warrant that I have read this Liability Release and Waiver document in its entirety and fully understand its contents on my own behalf, am aware that this Liability Release and Waiver document releases Releasees from liability. I, in my own behalf acknowledge and agree that participation in the Event subjects myself to the possibility of physical illness or injury (minimal, serious, catastrophic and/or death) and that I, in my own behalf, acknowledge that I am assuming the risk of such illness or injury by participating in the Event. I hereby declare that I, willingly assume these risks, and other risks that may be contained therein; and I proceed voluntarily and of my own free will. And I, in my own behalf hereby WAIVE any right to SUE FOR PERSONAL INJURY or otherwise hold liable the Releasees for these risks. The Releasees shall not be liable for any damages arising from illness or injuries sustained by myself at the Location. I, on my own behalf, am relying upon my own judgment without influence by anyone and have read and agreed to this document voluntarily and of my own free will by checking the appropriate box at sign-up. If any part of this form should be found to be incorrect, all other parts shall remain in full effect.