



**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY**

You, the Participant, are aware that there are risks associated with participating in Fitness activities and exercise. Your participation and attendance at ACTIVATE (April 22-25<sup>th</sup>, 2021) is completely voluntary, and you freely accept and fully assume responsibility for all risks, and all possibilities of personal injury, death, property damage or loss to yourself or any other person as a result of your participation in all activities within ACTIVATE, which will be held virtually, due to COVID-19. By attending ACTIVATE, you and your heirs, next of kin, executors, administrators and assigns agree:

- a) to waive all claims, known or unknown, that you have or may have in the future against S.W.E.A.T. Inc o/a ACTIVATE, including their owners, officers, directors, agents, employees, volunteers, business operators, independent contractors and site property owners or lessees (the "organization"), that S.W.E.A.T. Inc o/a ACTIVATE, is not liable or responsible for any damage to, loss or theft of your property.
- b) to release and forever discharge S.W.E.A.T. Inc o/a ACTIVATE, from all liability for any personal injury, death, property damage or loss resulting from your participation in fitness activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake in error of judgment of S.W.E.A.T. Inc o/a ACTIVATE; and
- c) to be liable for and to hold harmless and indemnify S.W.E.A.T. Inc o/a ACTIVATE, from all actions, proceedings, claims, damages, costs demand, including court costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with your participation in fitness activities.
- d) Please consult your physician prior to starting an exercise or fitness program and prior to your participation at ACTIVATE 2021 – Virtual Edition.
- e) Photography and video clips during this event may be used in marketing purposes – such as event website, print ads, social media. You hereby release use of photos/video with your participation.
- f) All information and products offered by our exhibitors and presenters are subject to their own liability and are a subject to their own views and beliefs. We do not validate any claims put forward.