



### Event Release and Waiver

Location: 300 Block of Clematis St. (between Olive Ave. and Dixie Hwy.)  
Event Name: Sunset Sweat

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

Name: \_\_\_\_\_

1. In consideration of joining in the above-described event(s), classes, activities, or other programs, and using the premises, facilities, and/or equipment, or any other location or venue where the West Palm Beach Downtown Development Authority (WPB DDA) is providing services (the “Activity”), I agree and acknowledge that I am fully aware that there are significant inherent risks and dangers involved in physical training, yoga, and running exercise activities, including the potential of death, injury, and/or property damage. I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.

Initial \_\_\_\_\_

2. “Claims” includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, costs, procedures, personal injury or death in connection with participation in the Activity. “Released Party” means West Palm Beach Downtown Development Authority (WPB DDA), Downtown West Palm Beach (DowntownWPB), Sunset Sweat organizers and all of their affiliates, franchisees and their respective representatives, directors, officers, agents, employees and volunteer staff.
3. I agree and acknowledge that: (a) I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death; (b) I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured; (c) if, in the subjective opinion of any Released Party, I would be at risk by participating in the Activity, I may be denied access to the Activity and related facilities until I furnish an opinion letter from my medical physician, at my sole cost and expense, specifically addressing the Released Party’s concerns and stating that the Released Party’s concerns are unfounded; (d) at all times I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by any Released Party; and (e) I am aware that if the Activity occurs outdoors, the streets adjoining the area of the Activity are open to regular vehicular traffic during the Activity and I will obey all traffic laws and regulations.
4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.
5. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.
6. I am aware that it is advisable to consult a physician prior to participating in the Activity. I: (a) have no physical or medical condition which would prevent me from properly and safely participating in the Activity; (b) have not been instructed by a physician to avoid physical activity and/or exercise; and (c) if I have consulted a physician, I have taken my physician’s advice.
7. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that: (a) there may be no aid stations available for the Activity; and (b) If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
8. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activity which may depict, record or refer to me for any purpose (“Images”), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of the Images and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content

that may use the Images. I hereby release the Released Party including, without limitation, all persons who took or otherwise created, recorded or modified the Images, from any and all claims, actions, damages, interest, costs, expense and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which I now have or at any time hereafter can, shall or may have in connection with, or in any way resulting or arising from, the Images and the creation, use or disposition of them.

9. I acknowledge and agree that the Released Party shall own all right, title and interest, throughout the world, in and to the Images and any materials comprising all or any part of the Images, and that the Released Party has the unrestricted right to use, license, sell, transfer or otherwise dispose of any or all of them, as well as the Released Party's rights under this Release and Waiver, in any manner whatsoever and without any accountability to me. I hereby assign to the Released Party all right, title and interest, throughout the world, I may have in and to the Images and any materials comprising all or any part of the Images, including all intellectual property rights thereto. I hereby irrevocably waive any and all of my moral rights and any other irrevocable rights I may have, throughout the world, in or to the Images and any materials comprising all or part of the Images.
10. I understand that some of the information provided by me, including, but not limited to, my name, address, and date of birth (the "Information") will be collected and used by the Released Party, and I consent to the transmission of the Information to the Released Party, its agents and/or service providers and authorize the Released Party, its agents and/or service providers to record, process and store such Information as necessary for purposes of providing and administering the Activity.
11. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
12. Parents/Guardians executing this agreement on behalf of a Participant less than 18 years of age, hereby agree to the following statements and undertakings: *As a parent or guardian of the participant child, I authorize the child to participate. I agree that in the event the participant child, or anyone acting on his or her behalf, should make any claim, I will provide the indemnity and hold harmless described in paragraph 5 and I agree to the terms of this Release and Waiver. In the event of a medical emergency involving the participant child and any Released Party is unable to contact me, I agree and grant my permission that any Released Party may provide medical care to the participant child.*
13. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party including present and all future dates of my participation in this program.
14. This Event Release and waiver will be construed in accordance with the laws of the State of Florida. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Florida with respect to resolution of disputes arising under this Agreement.

**BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this agreement.**

\_\_\_\_\_  
**Participant Name Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18:** I certify that I am the parent or legal guardian of the child named above. I confirm that I have read and understand the above consent and release and that I agree (on behalf of my child) to be bound by each of the above conditions.

\_\_\_\_\_  
**Parent/Guardian Name**

\_\_\_\_\_  
**Parent/Guardian Signature**

\_\_\_\_\_  
**Date**