Waiver of Liability and Photo Release Form.

Name_____ Date_____ Birth Date_____

Address_____

Street *City* *State* *Zip*

Phone_____ Email_____

To the best of my knowledge, I _____am in good physical condition and fully able to participate in this class. I am fully aware of the risks and hazards connected with the participation in this event, including physical injury or even death, and herby elect to voluntarily participate in said event, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL IINJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in this class.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, PRIDE Conditioning, Doug Seamans and their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or **injury**, including death, that may be sustained by me, or to any property belonging to me, while participating in physical activity, or while on or upon the premises where the event is being conducted. It is my expressed intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVE, DISCHARGE, and CONVENTION TO SUE the above named RELEASEES.

I hereby further agree that this waiver of liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of North Carolina. In signing this release, I acknowledge and represent that I HAVE READ THE FORGOING waiver of liability and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

I, _____ hereby irrevocably give to Douglas Seamans and PRIDE Conditioning of Charlotte, North Carolina, and its parent and affiliated companies, including without and BOOTCAMP MISSION: SHAPE UP (collectively, "PRIDE") and PRIDE's assigns, licensees and successors the right to photograph, film and/or videotape me and/or to otherwise record my image and/or likeness and to use, publish, display, reproduce, copy and distribute my image and/or likeness, in all forms of media now known or later developed, including composite or modified representations and including on the Internet, for promotional activities for PRIDE including advertising, direct mail, catalogs, websites, exhibitions, flyers, brochures and presentations, throughout the world and in perpetuity. I waive any moral rights in my image and/or likeness in favor of PRIDE and its assignees and licensees for the above purposes. In particular, PRIDE is permitted, although not obligated, to include my name in connection with my image and/or likeness. I waive the right to inspect or approve versions of my image and/or likeness used for publication or the written copy that may be used in connection therewith and agree that PRIDE shall not be liable to me for any distortion or illusionary effect resulting from the use, publication or display of my image and/or likeness take or made by or on behalf of PRIDE. PRIDE is not obligated to utilize any of the rights granted in this Agreement. I agree that I shall have no ownership of or other rights in the photographs, film, videotapes or other recordings of my image and/or likeness take or made by or on behalf of PRIDE. I understand that PRIDE shall not be responsible for unauthorized duplications/use of my image an/or likeness by third parties on the Internet or otherwise. I release PRIDE Conditioning and PRIDE's assigns, licensees and successors from any claims that may arise regarding the use of my image and/or likeness including any claims of defamation, invasion of pirivacy or infringement of moral rights, rights of publicity or copyright.

_____ _____

Last Name, First Name (please print) *Signature*