

# WAIVER AND RELEASE: Push/Pull Competition 2022

This Waiver and Release is presented to me on the 10th day of November 2021 by Embry-Riddle Aeronautical University (“ERAU”) located at 600 S. Clyde Morris Blvd., Daytona Beach, FL 32114-3900 for my participation in any and all events surrounding and including **The Push Pull Competition – Maximal effort competition in the Fitness Center. This event includes maximal, strenuous physical activity and there is risk of injury. I am responsible for choosing how much weight I lift. By signing and participating, I knowingly assume this risk. This event will take place on Wednesday, March 30, 2022.** I agree to abide by the following:

In consideration of ERAU's permission for me to participate in this event, I, for myself, my estate, assigns and representatives, hereby **waive** any and all claims of any kind or nature, known or unknown, for damages, injuries or losses to myself or my property arising from or related to my participation. Unless required by law or valid order of court, I shall not file, allow to be filed, consent to, or cooperate with any claim, cause of action, lawsuit, or demand of any kind or nature for injuries or losses to or by me arising from or related to my participation, and shall on demand defend and indemnify ERAU for any cost or expense associated therewith.

For myself, my estate, assigns and representatives, I hereby **release**, indemnify, hold harmless and forever discharge ERAU, its trustees, officers, employees, and agents from any and all claims, liability, demands, lawsuits, and causes of action of any kind or nature, known or unknown, that I have or may have, arising from or related to my volunteer participation in this event. I understand that activities, of which I will take part, can be dangerous and may cause or lead to injuries, including but not limited to, broken bones, concussions, comatose state and other very serious bodily injuries up to and including death.

I hereby consent that ERAU or its agent may arrange for or provide emergency medical care that appears reasonably necessary, or transportation to such care. I understand and agree that neither ERAU, nor its trustees, officers, employees, or agents shall provide medical insurance, nor will they pay any medical cost or expense incurred by me. I shall be responsible for the payment of all such expenses, including the costs of transportation or hospitalization. ERAU, therefore, strongly recommends that I obtain my own personal insurance fit to cover any related injuries or damage, and I hereby acknowledge that recommendation.

I acknowledge that I am sufficiently fit to participate, and that I may examine the facilities where the activity shall take place. My participation shall be conclusive proof that I was satisfied with the safety and condition of the premises. Being over the age of 18 years, I hereby affix my signature as evidence of my assent to, and agreement with the terms above:

[illegible]

