

## **2011 MEN'S HEALTH URBANATHLON AND FESTIVAL**

### **CONSENT, WAIVER AND RELEASE FROM LIABILITY**

(DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ IT)

I acknowledge that attempting, actively participating in, spectating, observing, appearing in, competing in, working for, volunteering and/or otherwise participating in the "Men's Health Urbanathlon and Festival," to be held on November 13<sup>th</sup>, 2011 at various locations throughout San Francisco, California (with all ancillary and related activities, the "Event"), involves an above-average risk of personal injury to me and my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this Participant Consent, Waiver and Release From Liability (this "Release").

IN CONSIDERATION of being permitted to volunteer, observe, and/or participate in any way in the Event, the UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin hereby agrees as follows:

I, and, if applicable, my Guardian, understand and unconditionally accept that participation in and volunteering for the Event in any manner whatsoever involves significant risk to Event participants, including, but not limited to, the risk of bodily injury, permanent disability, illness, death, emotional trauma, property damage, property loss, and/or other physical or emotional loss or harm (collectively, "injuries"). I understand that these injuries may be caused by the acts or omissions, negligent or otherwise, of myself, other Event participants, and/or the Releasees (as defined below). I, and, if applicable, my Guardian, hereby to the fullest extent permitted by law, assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Event whether caused by the acts or omissions, negligent or otherwise, of myself, other participants, and/or any Releasees.

I represent and warrant that: I am in good health, have no physical conditions that may affect my ability to participate in the Event; I have not been advised otherwise by my medical practitioner after a reasonably recent pre-Event examination; I am covered by medical insurance, individually or as part of an organization or family; I, and, if applicable, my Guardian (as defined in the attached "NOTE FOR MINORS") acknowledge, agree, and represent that before I participate in the Event, I or my Guardian will inspect the Event facilities, site, and equipment and if any aspect of the Event appears unsafe, I or my Guardian will immediately advise Event officials of any such unsafe condition, will immediately leave the Event, and will not participate further until such condition is remediated.

I, and, if applicable, my Guardian, hereby to the fullest extent permitted by law release, waive, discharge and covenant not to sue Rodale Inc., Aura360 Ventures, 360 Productions, Rodale Inc., City and County of San Francisco, Department of Recreation and Parks, City and County of San Francisco, its officers, agents and employees, the San Francisco Port Commission, and their officers, director's, employee's and agents, Giant Enterprises and all entities affiliated with Giant Enterprises, the National Park Service, Golden Gate National Recreation Area; and any other promoters, participants, producers, sanctioning organizations or any subdivision thereof, rescue personnel, sponsors, advertisers, owners and lessees of premises used to conduct the Event, premises and Event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event and each of their directors, officers, agents and employees (all of the aforementioned shall be referred to herein collectively as "Releasees" and each a "Releasee") from all liability to the undersigned, and his/her Guardian(s), personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to person or property of myself or others arising out of or related to the Event, including without limitation condition of the Event site, facilities or equipment, or rescue operations or procedures, whether caused in whole or in part by the acts, omissions or negligence of any Releasees, or otherwise.

I, and, if applicable, my Guardian, hereby acknowledge that there is a possibility that, after execution of this Release, and if applicable, the attached Note For Minors, I or my Guardian may discover facts, conditions or incur or suffer claims which were unknown by me or my Guardian at the time this Release (and Note For Minors) was executed (each an "unknown condition"), and which, if known or suspected as of the date hereof, may have materially affected my and/or my Guardian's decision to participate in the Event and/or execute this Release and any attached documents. I (and, if applicable, my Guardian) acknowledge and agree that I or we, as applicable, hereby assume all risk of such unknown conditions.

I, and, if applicable, my Guardian, hereby agree, to the fullest extent permitted by law, to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost, including court costs and reasonable legal fees for outside counsel, that either of us may incur arising out of or related to the Event, whether caused by the negligence of any Releasees or otherwise. I, and, if applicable, my Guardian, hereby agree that this Release extends to all acts and/or omissions, negligent or otherwise, by the Releasees in connection with the Event and my participation therein, including without limitation rescue operations or procedures and is intended to be as broad and inclusive as is permitted by applicable law and that if any portion of this Release is held invalid, the balance shall continue in full legal force and effect.

I, and, if applicable, my Guardian, hereby agree and irrevocably consent that Rodale Inc., 360 Productions, LLC, Aura 360 Ventures, and their agents have the unrestricted right to videotape, film, portray, and/or photograph me and record my voice, conversation, and sounds during and in connection with the Event without compensation to me or my Guardian. I and my Guardian further agree and irrevocably consent that Rodale Inc. is the sole owner of all the results and proceeds of any and all such photography, video and sound recordings, and visual images. I, and if applicable my Guardian hereby irrevocably consent to and grant to Rodale Inc., 360 Productions, LLC, Aura 360 Ventures, the unrestricted right for themselves, their employees, their sponsors and independent contractors, their assigns and licensees, forever and throughout the universe to use my name, image, likeness, voice, testimonials and

biography for any purpose, including, without limitation, in connection with the distribution, advertising, promotion, commercial tie-in or other ancillary exploitation of the Event, and any entertainment programming related thereto, in whole or in part, in all media, including, but not limited to, print, internet, television or other optical, digital, electronic, CD-ROM, and the worldwide web on-line use, without any further compensation to me, or my Guardian, and by all means now known or hereafter devised and in all languages, throughout the universe in perpetuity. I, and, if applicable, my Guardian, hereby release Rodale Inc, 360 Productions, LLC, Aura360 Ventures, and their employees, assigns and licensees from any and all liability arising out of their use of my information and/or likeness. I and my Guardian agree not to make any claim against any such Releasees as a result of the use or exploitation of my name, image, likeness, voice, testimonials, biography or other information and/or likeness.

I understand and agree to the stipulations and conditions for checking my bag at the Event. I understand and agree that a valid event number must be presented to Event staff before any items will be accepted or returned. I understand and agree that Releasees will NOT be responsible or liable for any of my personal property. Furthermore, I verify that no forms of personal identification (this includes drivers licenses, passports, social security cards, etc., credit cards, cash, or travelers checks of any kind have been checked with the items I am checking at the Event. I agree that by signing this Release that I have released the Releasees from any and all liability associated with the bag check.

**I, AND, IF APPLICABLE, MY GUARDIAN HAVE READ THIS RELEASE AND, IF APPLICABLE THE ATTACHED NOTE FOR MINORS, AND I (AND, IF APPLICABLE, MY GUARDIAN) FULLY UNDERSTAND ITS OR THEIR TERMS, UNDERSTAND THAT I (AND, IF APPLICABLE, MY GUARDIAN) HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE AND, IF APPLICABLE THE NOTE FOR MINORS, AND HAVE SIGNED SUCH DOCUMENT(S) FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME OR GUARDIAN AND I (AND, IF APPLICABLE, MY GUARDIAN), INTEND MY OR OUR SIGNATURE(S) TO BE EACH A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW. ALL SECTIONS OF THIS RELEASE AND ANY ATTACHED NOTE FOR MINORS (IF APPLICABLE) MUST BE COMPLETED.**

Dated: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
NAME (Print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
PHONE (Area Code/Number)

**NOTE FOR MINORS**

**EVENT PARTICIPANT, IF YOU ARE UNDER THE AGE OF 18 AS OF THIS DATE, BEFORE SIGNING AND COMPLETING THE ATTACHED RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (THE "RELEASE") AND PARTICIPATING IN THE EVENT, YOU MUST FIRST HAVE YOUR PARENT OR LEGAL GUARDIAN (EACH A "GUARDIAN") FULLY READ THE ATTACHED RELEASE, AND THEN FULLY READ AND COMPLETE THIS NOTE FOR MINORS**

As part of the consideration inducing Rodale Inc. ("Rodale") to allow \_\_\_\_\_ ("Minor") to participate in the Event as defined in the attached Release, the undersigned Guardian hereby represents, warrants and agrees as follows:

1. The undersigned is a parent and/or legal guardian of said Minor.
2. The undersigned hereby consents and agrees to be bound in accordance with the above terms and conditions contained in the attached Release.
3. The undersigned will do any and all things necessary and reasonably required by Rodale to assist in the full and complete performance of said Minor of his/her obligations and agreements under the Release.
4. The undersigned hereby guarantees to Rodale the full and complete performance of said Minor of each and all of said Minor's obligations in the above Release, and further guarantees that Minor will not at any time disaffirm such Release, in whole or in part, by reason of said Minor's minority or otherwise.
5. In the event Minor receives financial compensation, in addition to the other consideration already received, the undersigned agrees not to claim any such money or demand that such money be paid to anyone other than said Minor directly, unless pursuant to instructions from Minor.
6. The undersigned further agrees to the fullest extent permitted by law to indemnify and hold harmless Rodale and any Releasees from and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside counsel fees, arising out of any breach or alleged breach by the undersigned or Minor of any representation, warranty or agreement made by the undersigned or Minor in the Release and/or in this Note for Minors.

I have read the foregoing Release and this Note for Minors and fully understand the contents in each such document. I represent that I am the parent or guardian of Minor. I hereby consent to the foregoing terms and conditions in the Release and this Note for Minors individually and on his or her behalf in my capacity as legal guardian.

Dated: _____	_____
	Parent or Guardian's Name (Print)
Minor's Name: _____	_____
	Parent or Guardian's Signature
Minor's Date of Birth: _____	_____
	Address
	_____
	City State Zip
	_____
	Phone (Area Code/Number)
	_____