



# WAIVER of liability

I, the undersigned, am voluntarily participating in the **SLIMDOWN WITH RIVERTOWN** (the "Activity") sponsored by Forum Communications Company, a North Dakota corporation doing business as RIVERTOWN MULTIMEDIA (herein, "Forum"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, for myself, my heirs, legal representatives and assigns:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activity, that I will participate in a fair and healthy manner, that the Activity will be unsupervised at some or all times, and that I am qualified, in good health and in proper physical condition to participate in the Activity;
2. ACKNOWLEDGE that I should consult with a qualified healthcare provider before engaging in the Activity and throughout the Activity;
3. FULLY UNDERSTAND that the Activity involves **RISKS AND DANGERS**, including, but not limited to: headaches, irritability, depression, fatigue, loss of sleep, dizziness, constipation, menstrual irregularities, sagging skin, hair loss, muscle loss, gallstones, dehydration, malnutrition, and other serious bodily injury, permanent disability, paralysis and even death (the "Risks");
4. FULLY ACCEPT AND ASSUME all such Risks and responsibility for losses, costs and damages I incur or cause as a result of my participation in the Activity;
5. ACKNOWLEDGE that this is a recreational activity of which I am choosing to participate in freely and willingly, that it is not an essential service, and as such I am of equal bargaining power to Forum;
6. HEREBY RELEASE, discharge and covenant not to sue Forum and its shareholders, employees, officers, directors, agents, representatives, affiliates, advertising and promotion agencies and prize suppliers, as well as other participants and, if applicable, the owners or lessors of the premises where the Activity takes place including but not limited to all weigh in centers (collectively, the "Releasees"), from any and all liability, claims, demands, losses or damages for personal injury or illness, property damage, or wrongful death arising out or related to my participation in the Activity, regardless of the nature or cause thereof (including any such injury, damage or death arising from the negligence of any Releasee), except the foregoing shall not apply to any Releasee to the extent any such damage, injury or death is caused by such Releasee's gross negligence or willful misconduct;
7. AGREE to indemnify, defend and hold harmless each and all Releasees from any claim for personal injury, property damage, or wrongful death arising out of, in whole or in part, my participation in the Activity, regardless of the nature or cause thereof (including any such injury, damage or death arising from the negligence of any Releasee), except the foregoing shall not apply to any Releasee to the extent any such damage, injury or death is caused by such Releasee's gross negligence or willful misconduct; and
8. ACKNOWLEDGE that I have received, read and agree to abide by the Official Rules for the Activity.

**I have read and understand this Waiver, prior to its execution, and I understand that I have given up substantial rights by signing it and have signed it freely without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Waiver is held to be invalid the balance of it shall continue in full force and effect. I acknowledge that I have not relied upon any other representations of Forum, and that I have had the opportunity to discuss the Risks and the contents of this Agreement with the Forum, to bring any complaints or concerns about this Agreement to the attention of Forum.**

### PARTICIPANT

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

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

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

