

MOMENTUM TRACK CLUB RELEASE OF LIABILITY / PHOTO RELEASE

Assumption of Risk: In consideration of undersigned participating in any way in the Momentum Track Club program, related events, classes, and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1. The risk of injuries from the activities involved in these programs is significant, including the potential for permanent disability and death, and while rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
- 2. For MYSELF, SPOUSE, AND CHILD, I knowingly and freely assume all risks, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my, my spouse's and my child's participation; and
- 3. I willingly agree to comply with the program's stated and customary terms and conditions for participation.

Release of Liability: I, for myself, my spouse, my child, and on behalf of my/our heirs, assignees, personal representatives and the next of kin, hereby release Momentum Track Club, its officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event ("Releasees"), from ALL LIABILITY WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss of damage to person or property incident to my, or my child's involvement or participation in these programs, WHETHER ARISING FROM NEGLIGENCE OF THE REALEASEES OR OTHERWISE, to the fullest extent permitted by law.

Indemnification: I, myself, my spouse, my child, and on behalf of my/our heirs, assignees, personal representatives and the next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all of the above releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Photography / Video Release: Momentum Track Club and its affiliates have my permission to use photographs, video recordings, and voice recordings of my child, for whom I have legal guardianship. This consent includes the storage, retrieval and reproduction of information, images, photographs, videos, and audio recordings. The tapes, negatives, and digital media form which images and sound recordings are made shall be the property of Momentum Track Club who shall have the right to publish, reproduce, distribute, and make other uses free of all claims on my part.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I agree to these terms.

I agree to use electronic records and signatures.