

**GRANITE GAMES, LLC
WAIVER OF LIABILITY
AND
INFORMED CONSENT RELEASE**

THIS WAIVER OF LIABILITY AND INFORMED CONSENT RELEASE (this "Release") is made as of _____, 200____ by the undersigned ("Athlete") in favor of Granite Games, LLC, a Minnesota limited liability company ("Granite Games").

RECITALS

A. **WHEREAS**, Granite Games provides fitness competitions, events, and related services (the "Services"). Athlete desires to (i) utilize the Services or take part in one or more activities related to the Services, and (ii) undertake such Services or activities related to the Services with the full knowledge of the possibility that physical injuries could result from the Services or activities related thereto and agrees to assume the full risk of any such injury.

B. **WHEREAS**, Athlete recognizes that Granite Games will not be able to and will not provide the Services or any activities related thereto without the execution of this Release.

AGREEMENT

NOW, THEREFORE, in consideration of being allowed to participate in the Services and activities related thereto, in addition to the payment of any fee or charge owed to Granite Games, Athlete hereby agrees as follows:

1. Athlete hereby acknowledges that Athlete has been informed of, understands and is fully aware that participation in the Services and activities related thereto is a potentially hazardous activity. Athlete further acknowledges and agrees that: (a) Athlete has been informed of, understands and is fully aware that fitness activities, including the Services and activities related thereto, involve a risk of serious injury and can lead to serious medical conditions and problems such as, without limitation, abnormal blood pressure, fainting, disorder of heart rhythm, stroke, heart attack and even death. Athlete is voluntarily participating in the Services and activities related thereto with full knowledge, understanding and appreciation of the dangers involved and hereby expressly assumes and accepts all risk of injury, adverse medical conditions, disability and death related in any way to the Services.

2. Athlete hereby declares himself/herself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent his/her participation in the Services or any activities related thereto. Athlete further acknowledges that he/she has been informed of the need for a physician's approval for his/her participation in the Services or any activities related thereto. Athlete also acknowledges that he/she has been recommended to have a yearly or more frequent physical examination and consultation with his/her physician as to physical activity, exercise, and use of exercise equipment. Athlete

acknowledges that he/she has either had a physical examination and has been given his/her physician's permission to participate, or that Athlete has decided to participate in the Services or activities related thereto without the approval of his/her physician and does hereby assume all responsibility for his/her participation in the Services and activities related thereto.

3. Athlete understands that Granite Games' provision and maintenance of the Services for him/her does not constitute an acknowledgment, representation or indication of Athlete's physiological well-being, or other medical opinion relating to Athlete's health. Athlete understands that Granite Games is not qualified to make any such determination and all information which may be obtained by Granite Games regarding Athlete's physical or medical condition is for Granite Games' sole benefit with Athlete, in conjunction with Athlete's physician, being solely responsible for determining whether Granite Games' Services are appropriate for Athlete, given Athlete's medical and physical condition. Upon request, Granite Games will provide a written explanation of the Services anticipated to be provided to Athlete for Athlete to obtain clearance of same from Athlete's medical advisor(s).

4. Athlete assumes the risk of all dangerous conditions in and around the premises on which the Services are rendered and waives any and all specific notice of the existence of such conditions.

5. Athlete for himself/herself and his/her heirs, assigns, executors, representatives and administrators, hereby forever waives, releases, discharges and holds harmless Granite Games, its parent, affiliates, successors, assigns, instructors, staff, Athletes, employees and landlords and each of their members, managers, officers, partners, agents, employees, representatives, executors and all others acting on their behalf (the "Released Parties") from and against any and all losses, claims, demands, damages, liabilities, obligations, penalties, judgments, settlements, costs, expenses and disbursements (including, without limit, attorneys' fees and expenses) for injuries or damage to, or conditions or problems affecting, Athlete and/or Athlete's property, including, without limitation, those caused or alleged to be caused by any negligent act or omission of any of the Released Parties, arising out of or in connection with Athlete's participation in any of the Services or any activities related thereto, whether at Granite Games' facilities or another location.

7. Athlete hereby grants Granite Games, its parent, and affiliates permission to use Athlete's photograph/video image in any and all publications for Granite Games, its parent, affiliates, and its organized events, including web site entries, without payment or any other consideration in perpetuity. Athlete hereby authorizes Granite Games to record, edit, alter, copy, exhibit, publish or distribute collectively, ("Use") all photos and images. Athlete waives the right to inspect or approve the finished product, including written or electronic copy, wherein his or her photo appears. Additionally, Athlete waives any right to royalties or other compensation arising or related to the use of the photograph or video images. Athlete hereby holds harmless, releases, and forever discharges Granite Games from all claims, demands, and causes of action which Athlete, their heirs, representatives, executors, administrators, or any other persons acting on my behalf of on behalf of their estate which may have or may have by reason of such Use or

this authorization.

8. Athlete hereby affirms that he/she has read and fully understands the above, is over eighteen years of age, or if Athlete is a minor, he/she must have a parent or guardian sign this Agreement on their behalf. Furthermore, parent or guardian must be present at all Granite Games events and competitions that minor participates in. This is a legal document and if not understood, Athlete should consult an attorney before signing.

9. This Release shall not be assigned or transferred by Athlete. Granite Games may freely assign or transfer this Release.

10. Athlete acknowledges that he/she was provided with a written copy of the Granite Games' Drug and Testing Policy Statement. Athlete read this policy and understands its contents. Athlete understands what conduct is prohibited by the policy and the consequences of engaging in prohibited conduct. Athlete understands his/her rights under the policy, the consequences if Athlete exercises those rights, and that certain events as described in the policy may result in disqualification from all present or future Granite Games competitions and events.

11. This Release and all matters contemplated herein shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to principles of conflict of laws. The courts within the city of St. Cloud in the State of Minnesota shall be the only courts of competent jurisdiction regarding any matter that arises out of or relates to this Release and each party hereby irrevocably submits itself to the personal jurisdiction of such courts. **TO THE FULLEST EXTENT PERMITTED BY LAW, ATHLETE HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY REGARDING ANY LITIGATION, SUIT, ACTION, CLAIM OR PROCEEDING THAT ARISES OUT OF OR RELATES TO THIS RELEASE OR ANY SERVICES.**

12. In the event that any of the provisions contained in this Release shall be deemed by a court of competent jurisdiction to exceed the time, geographic or occupational limitations permitted by applicable law, then such provisions shall be and are hereby reformed to the maximum time, geographic or occupational limitations permitted by applicable law. All of the terms and provisions contained in this Release are severable. In the event that any of them shall be deemed unenforceable or invalid by a court of competent jurisdiction, then this Release shall be interpreted as if such unenforceable or invalid term or provisions were not contained herein.

13. This Release constitutes the entire understanding and agreement between the parties in connection with all matters contained herein. There are no other agreements, conditions or representations, oral or written, express or implied, which form the basis for this Release. This Release may be amended only by a subsequent writing signed by Granite Games and Athlete.

14. The provisions of this Release shall survive Athlete's cessation of his/her participation in the Services or any activities related thereto.

[Signature on Next Page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

ATHLETE/PARENT OR GUARDIAN:

Signature

Print Name