

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as "**I**" or "**me**") desires to participate in 7<sup>th</sup> Annual Crawl Against CANCER (the "**Activity**"). I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF DR. FUS. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE WHETHER CAUSED BY THE NEGLIGENCE OF DR. FUS OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Dr. Matthew Stoltzfus [hereinafter Dr. Fus] his employees, agents, affiliates, members, successors and assigns (collectively, "**Releasees**"), on account of injury, death or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of Dr. Fus or any Releasees or otherwise. I covenant not to make or bring any such claim against Dr. Fus or any other Releasee, and forever release and discharge Dr. Fus and all other Releasees from liability under such claims.

I shall defend, indemnify and hold harmless Dr. Fus and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by indemnified party in a final judgment, arising out or resulting from any claim of a third party related to the Activities.

This Agreement constitutes the sole and entire agreement of Dr. Fus and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other

jurisdiction. This Agreement is binding on and shall inure to the benefit of Dr. Fus and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Franklin, Ohio and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE DR. FUS.**

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

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

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

\_\_\_\_\_

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