

EARN YOUR BOOZE.

Physical Activity Readiness Questionnaire / Waiver (Please Print)

Name:	_____			Birth Date:	_____		
Address:	_____		City:	State	Zip:		
Home Phone #:	_____			Cell Phone #:	_____		
Email:	_____						
Emergency Contact:	_____			Emergency Phone:	_____		

EVENT REGISTRATION, RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being permitted by Cross & Clark, LLC (DBA Earn Your Booze) (“Event Producer”) to participate in this Earn Your Booze _____, or other branded or non-branded event, including related programs or events (“Event”), I understand and acknowledge that by signing below, that I am legally agreeing to the statements in the following Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement (“Agreement”) and that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. I acknowledge weight lifting and other physical activities which form part of this Event are inherently dangerous and are an extreme test of my physical and mental limits that carries with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter. I certify that I have not been advised against participation in the Event by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Event. I understand and acknowledge that there may be other participants in the Event, and I assume the risk of participating under these circumstances. I also assume any and all other risks associated with participating in this Event, including but not limited to the

following: falls, dangers of collisions, other participants, and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers; and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined herein. I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event.

2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

3. I WAIVE, RELEASE, AND FOREVER DISCHARGE Event Producer, Cross & Clark, LLC (“CC”), event sponsors, event organizers, event promoters, event producers, directors, event officials, event staff, advertisers, property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, and all state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event or segments of the Event take place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the “Released Parties”), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and noneconomic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys’ fees and litigation expenses (individually and collectively, the “Claims”) that may arise out of, result from, or relate to my participation in the Event or my traveling to or from the Event, including light negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by light negligent acts, omissions, or the carelessness of the Released Parties.

4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys’ fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement, my breach or failure to abide by any competitive rules, Event Producer rules, and/or my actions or inactions which cause injury or damage to any other person. Released parties include: Cross & Clark LLC (DBA Earn Your Booze), Black Canyon Brewing LLC (DBA Scottsdale Beer Company), Modern Warrior LLC (DBA Peak Nutrition), Rush Club LLC, Balunsd LLC, SpineFit PLLC, Elliot Clark Media LLC (Apartment Bartender), Protein Brothers LLC and any other participating vendors at this event.

5. I agree that prior to participating in the Event I will inspect the facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Event Producer.

6. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident or illness during the Event. I hereby grant to the medical director(s) of the Event and his or her agents, affiliates and designees, access to all medical records (and physicians) as needed and authorize medical treatment as needed. I agree to be responsible and assume liability for any and all costs incurred as a result of training for and/or participation in the Event, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods

and services, except for care and treatment covered by my insurance. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.

7. I hereby grant to Event Producer the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by Event Producer, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever.

8. I acknowledge and agree that Event Producer, in its sole discretion, may delay or cancel the Event if it believes the conditions on the Event day are unsafe. In the case the Event is delayed or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, course conditions, or any other cause beyond the control of Event Producer, there shall be no refund of Event Producer's entry fee or any other costs incurred in connection with the Event.

9. I understand that Event Producer reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee (if any).

10. Any dispute or claim/s that may be arising out of, relating to or in connection with this Form 1) shall be governed by Arizona law and 2) unless settled by direct discussions, shall be determined by binding arbitration as the sole and final remedy for all matters in dispute, Required Venue: I agree that any arbitration proceeding, or any suit or other proceeding must be filed, entered into and/or take place only in Phoenix, Arizona. If any provision of this Agreement shall be deemed unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Event Producer and the participant commit themselves to replace any such invalid or unenforceable provision (or the invalid or unenforceable part thereof) by such valid and enforceable provision that comes closest to the intent and purpose of such invalid or unenforceable provision (or the invalid or unenforceable part thereof).

11. A legal guardian who signs this Agreement on behalf of a incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person and to legally bind Said Person to the Agreement. The legal guardian who signs this Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of this Agreement.

12. I acknowledge that my participation will be subject to the conditions as listed in this release which I have received, read, understood and accept.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE EVENT) OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

PRINTED NAME OF PARTICIPANT

_____ DATE

SIGNATURE OF PARTICIPANT

INSTAGRAM HANDLE