

JUSTIN RUDD'S SAND CHALLENGE & BEACH FITNESS CLASSES & EVENTS

Agreement and Release of Liability

1. In consideration of being allowed to participate in the fitness training activities and programs of Sand Challenge Beach Boot Camp, Sand Challenge 5K Obstacle Course, Jetty to Jetty, Horny Corner Splash & Dash, Cherry Ave. 5K, Stair Climb Challenge, 7-day marathon, Rancho Palos Verdes cliff Hike/Run, Belmont Shore 5K, Beach Body Sculpting, private training and other classes/events offered by Justin Rudd and/or his assigned substitute instructors, and to make use of its equipment and services, in addition to any donation and/or payment of any fee or charge, I do hereby forever on my own behalf and, if signed by me as a parent on behalf of my child, myself and my family, waive, release and discharge the City of Long Beach and their officers, employees and agents, Justin Rudd personally, and/or Sand Challenge, Body Sculpt, the above listed events and their agents, employees, representatives, executors and all others acting on their behalf, from any and all claims or liabilities for injuries or damages to my person and/or property, including those arising out of or connected with my participation in any activities, programs or services of Justin Rudd and/or his classes, or the use of any equipment at various sites, including home and outdoors, provided by and/or recommended by Justin Rudd and/or his and its substitutes instructors, employees and representatives.
2. I have been informed, understand, and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also have been informed, understand, and am aware that fitness activities, including those performed on sand, on stairs, in the bay/ocean, involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities with full knowledge, understanding, and appreciation of the dangers involved.

I additionally acknowledge that I have undertaken the following personal obligations as a participant in Justin Rudd's beach fitness classes and events:

- A. To engage in appropriate pre-exercise warm-up and post-exercise cool-down stretching and flexibility exercises;
 - B. To carefully inspect all exercise equipment prior to use to assure it is in proper working order;
 - C. Use exercise equipment, perform flexibility exercises, perform muscular strength or muscular endurance exercises, aerobic activities only in the manner directed;
 - D. Perform activities at the intensity level appropriate for my general health and physical condition;
 - E. Purchase appropriate personal exercise equipment as required by the activities I am participating in, including, but not limited to, athletic shoes;
 - F. To immediately cease activity if I feel dizzy, nauseous, or faint, or experience rapid heartbeat, extreme shortness of breath, headache, or any other physical symptom which is unusual for me, and advise my instructor of the occurrence of said symptoms;
 - G. Discuss with my instructor and my physician any changes in my medical condition which might affect my participation;
 - H. Discuss with my physician in advance any concerns he/she may have about my participation in fitness testing activities such as body fat assessment, submaximal stress test, stretching tests, and the like.
 - I. I agree not to participate in activity with Justin Rudd and/or *his* classes and events during any period that I am under the influence of alcohol or drugs or taking any prescription medication unless specifically approved by my physician.
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs, and use of facilities and equipment. I also acknowledge that it has been recommended that I have yearly or more frequent physical examinations and consultations with my physician as to physical activity, exercise, and use of exercise equipment. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in the exercise activities, programs, and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities, programs, and use of equipment. I further acknowledge that I have been advised that maintaining good medical insurance coverage is important for all individuals involved in exercise programs and have been encouraged to obtain such coverage.

4. I understand that Justin Rudd, his substitutes, provision and maintenance of an exercise/fitness program for me does not constitute an acknowledgment, representation, or indication of my physiological well-being, or a medical opinion relating thereto and that I have reached my decision about participation in this program in consultation with my doctor, psychologist, and/or other medical professional.

5. I agree that photographs and videos of me may be taken in connection with my participation in these classes and events without compensation from the City of Long Beach, Justin Rudd, or any other person or organization, and consent to the use of these photographs or videos for any legal purpose, including the SandChallenge.com Web site and in the media.

IMPORTANT NOTICE: THIS IS A BINDING LEGAL AGREEMENT AND RELEASE. IF YOU HAVE ANY QUESTIONS REGARDING IT, YOU SHOULD SEEK THE ADVICE OF YOUR ATTORNEY PRIOR TO SIGNING IT.

Print Name: _____ Signature: _____ Date: _____

E-Mail: _____ Phone _____ City _____

Bday _____ Age _____ Emergency Contact name/phone: _____

Medical Conditions or Notes:

*****THIS SECTION FOR MINORS*****

If the person whose signature appears above is under age 18, I, _____, sign the foregoing Agreement and Release on behalf of my child. I hereby represent that I am the custodial parent of _____ and have full authority to execute this Agreement and Release of Liability as a parent on behalf of my child, my family, and myself.

AGREED to this _____ day of _____, 2008. Custodial Parent's Signature: _____