



**WAIVER, RELEASE OF LIABILITY, INDEMNITY,
AND CONSENT TO MEDICAL ATTENTION**

I, _____ ("Participant"), in consideration of my use of the Idaho Outdoor Fieldhouse, LLC ("Fieldhouse") facilities and campus ("Facilities") and participation in any event, fitness, wellness activity or exercise program ("Program") made available at the Facilities, have agreed to execute this Waiver, Release of Liability, Indemnity, and Consent to Medical Attention ("Waiver") for myself and my personal representatives, executors, heirs, family members, successors and assigns, and acknowledge, agree to and represent the following:

1. **Binding Agreement.** I desire to voluntarily participate in programs and use the Facilities in an attempt to improve my physical fitness, performance level, and functional skills. My participation and execution of this Waiver is voluntary. I have read and fully understand the terms of this Waiver, intending to be legally bound by its terms. I agree to read and abide by posted Fieldhouse rules, as developed and revised from time to time, at all times while at the campus and associated Facilities.
2. **Assumption of All Risk.** I understand there is a certain level of risk associated with any activity program at the Facilities, and my body response to these various activities cannot be predicted with complete accuracy. All modes of therapy and exercise place a workload on the body to promote improvement and at the same time present the risk of negative body response to the workload. I understand that the activities during my participation may range from low to intensive to vigorous and physically demanding intensities that may require maximal effort, and carry with it the potential for death, serious injury, or property loss. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF MY PARTICIPATION. I agree that I am solely responsible for any resulting personal injury and damage to or loss of property arising out of my participation.
3. **Physical Condition.** I agree to consult my physician and obtain written medical clearance (if required) prior to participation in any event or activity at the Facilities. If a physician consultation is not required, I declare to be in adequate physical and psychological shape for participation and I am not aware of any medical condition or symptoms that would prevent me from participation or would present an unreasonable degree of risk to my health and wellbeing. I agree to give my physician permission to release any pertinent medical information to Fieldhouse and its staff, to the extent required prior to my participation. I therefore certify that I am physically fit, and have properly prepared for any and all activities at the Facilities in which I may participate.
4. **Medical Attention.** I agree that Fieldhouse, including its affiliates, officers, employees, agents, successors, and assigns (collectively, "Representatives") may, but have no duty, to provide me emergency medical attention. In the event Fieldhouse or its Representatives deem that an emergency exists in relation to my condition, I hereby grant permission to Fieldhouse and its Representatives to assist in the care related to such emergency and I agree that I will be solely responsible for any medical costs and expenses arising therefrom.
5. **Full Release, Waiver and Indemnity.** I assume the risk of all physical injury, illness, or death and agree that my access to the Facilities shall at all times be at my own risk. I, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS, FAMILY MEMBERS, SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE, RELEASE AND DISCHARGE AND COVENANT NOT TO SUE Fieldhouse and all of its Representatives from any liability, loss, cost, damage, expense, claim or suit whatsoever for any and all injury, loss, illness, death, harm, cost, expense, claim, suit, or damage related to my access to the Facilities, including related to any pandemic or other public health emergency such as COVID, including specifically any negligent acts or conduct by Fieldhouse and its Representatives (collectively "Claims"). Such risks being waived include but are not limited to, any physical or psychological injury of any kind, including heat related illness, abnormal heartbeat, abnormal blood pressure, stroke, and/or heart attack, falls caused by me or any other person at the Facilities, as well as any and all hazards posed by other persons present at the Facilities or spectators, the effects of weather extremes such as heat, rainfall and humidity, defective equipment by whomever provided, the surface conditions of any sidewalks, roads, tracks, swimming pools, or other physical conditions at the Facilities. I further agree to indemnify and hold harmless Fieldhouse and its Representatives from and against any and all third-party Claims associated with my activities at the Facilities. This indemnity agreement extends to all loss, claims, actions, causes of action or proceedings of any kind which may be initiated by me or any other person, entity, or organization, including demands, judgments, costs, loss of services, expenses or reimbursement of counsel fees incurred by my activities at the Facilities or by those parties released herein set forth, including Fieldhouse and its Representatives.

from those activities contemplated by this Agreement.

6. Publicity Consent. I hereby grant to Fieldhouse and its Representatives the irrevocable and unrestricted right to use and publish photographs and/or videos of me during my participation in activities at the Facilities for promotions, advertising and/or any other purpose and to alter and copyright the same without restriction and without compensation.
7. Idaho Law. This Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Idaho. If any portion hereof is held invalid, the balance of this Waiver shall, notwithstanding removal of such invalid portion, remain in full legal force and effect.

I confirm that I have read and understand the information, representations, covenants, releases, and waivers stated above, and voluntarily give my permission to be bound by this Waiver. I have had the opportunity to have my own attorney of my choice review this agreement with me. I accept each provision of this Agreement.

Signature: _____ Date: _____

Phone: _____ Email: _____

Emergency Contact Name and Phone: _____

(IF NECESSARY) I am the parent or guardian of the above-named person, and on such person's behalf, on my behalf and on the behalf of all other parents or guardians of the above-named person, **I** hereby acknowledge and agree to be bound by this Waiver as stated above.

Signature: _____ Relationship to Above-Named Person: _____