

BODY MATRIX/BUDs INDEMNITY FORM

To Be Filled Out By Participant

Application for:

In consideration of Body Matrix/BUDs hosting, staging and sponsoring the Individual Leadership and Development Experience and related programs, activities and accepting Myself as a participant in the same (BUDs Program) from 15th January 2009 to 19th February 2009,
(First day of course) (Last day of course)

I _____

(Full NAME)

(The ‘Participant’) do hereby on my own behalf of my successors, assigns, heirs, executors, personal representatives, and administrators:

- (a) remise, release and forever discharge Body Matrix/BUDs, and all if its present and future directors, officers, agents and employees (collectively the “Releasees”, which term includes their respective successors heirs, executors and administrators) and do hereby undertake and agree to indemnify and hold harmless the Releasees, from and against all actions, causes of action, suits, loss, damages, rights, claims and demands whatsoever at law or in equity including any claim arising from the negligence of the Releasees (collectively, the “Claims”) which we may now or hereafter have against the Releasees, or any of them for or by reasons of, or in any way arising out of or on account of, all foreseen and unforeseen (and whether or not advised of the possibility thereof) bodily and personal injuries (including death) and property damage and all consequences thereof, resulting from or in any way connected, directly or indirectly, with the Participant’s presence at the BUDs Program or the use of the facilities at the Body Matrix/BUDs Program ;
- (b) undertake and agree to indemnify and hold harmless the Releasees from and against any and all Claims which any third party may nor or hereafter have for or by reason of or in any way arising out of or on account of, all foreseen and unforeseen bodily and personal injuries (including death) and property damage and all consequences thereof, cause to or incurred or sustained by said third party resulting from or in any way connected, directly or indirectly, with the Participant’s presence at the BUDs Program or the Participant’s use of The Facilities; and
- (c) undertake and agree to indemnify and hold harmless the Releasees from and against all property damage of any kind caused at the Location including without limitation of the facilities at the Location, as a result of or in connection with the Participants, presence at the Location or the Participants; use of the facilities at the Location.

INITIALS :

It is the specific intent and purpose of this instrument to release and discharge any and all claims and causes of action of any kind or nature whatsoever, whether specifically mentioned or not, and the Releasor specifically waives any claim or right to assert that any cause of action, claim or demand or alleged cause of action or claim or demand has been, through oversight or error or intentionally or unintentionally, omitted from this Release and Indemnity.

I fully understand the nature of the programs and activities associated with the BUDs Program and the inherent risk of bodily and personal injury (including death) resulting thereon. I state that I am sane of mind and have no physical or psychological condition that would prevent me from participating in a program of a physical and psychologically challenging nature.

I agree that any violation of the rules of the BUDs Program by the Participant or any behavior that puts the Participant or others at physical or emotional risk will result in immediate dismissal from the BUDs Program at the discretion of the Program Director of The BUDs Program.

In the event I cannot be asked in an emergency, I hereby consent to any medical treatment deemed necessary by the medical staff designated by the Program Director.

I understand that my image may be reproduced in photo and video and I agree to my image's limited use for promotional purposes.

I/We have read and understand the above including the waiver form,

Directors letter, and sign below voluntarily. I understand, agree and accept the conditions of participation and verify same with my signature here below.

Dated at _____, _____
(City) (State)

This _____ day of _____, 20_____.
(Day) (Month) (year)

Participant Signature Name (please print)

Witness Parent/Guardian's Signature/Name (if participant under 18 years)