

## RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

I wish to participate in the Family Fitness event (hereinafter "the Event") in Philadelphia, Pennsylvania.

I acknowledge and agree that I am participating in the Event voluntarily and **at my own risk**. I hereby recognize and appreciate the risks and dangers inherently involved in my participation in the Event including, but not limited to, dizziness, fainting, nausea, muscle cramping or straining, musculoskeletal injury, sprains or strains, heart attack, stroke, or death. I understand that these risks and dangers may arise from my own actions, inactions, or negligence, as well as from the actions, inactions, or negligence of others and from other factors, including but not limited to the condition of the premises. I also acknowledge and understand that there may be other dangers, hazards, or risks not presently known or reasonably foreseeable. I am entering into this agreement for myself and on behalf of my heirs, representatives and assigns.

If I am an employee of Independence Blue Cross, LLC or an affiliate at the time of the Event and if, for any reason, any injuries or damages sustained due to my participation in the Event or any other activity associated with the Event are not covered by Workers' Compensation, I hereby agree to assume all risks relating to the Event and to release, indemnify, hold harmless and defend Independence Blue Cross, LLC, its parents, affiliates and subsidiaries and their respective officers, directors, employees, agents, representatives, licensees, successors, contractors including Do It Better Wellness, LLC, and assigns (collectively referred to as "Independence") as described below.

Whether or not I am an employee of Independence Blue Cross, LLC or an affiliate, **I hereby grant all rights and consent to use, re-use, publish or re-publish, copy, exhibit or distribute all photographs and/or video of myself** for Independence (defined above) to use for the Independence website and any educational, training or promotional electronic or printed material without restriction as to frequency or duration of usage and without compensation.

Whether or not I am an employee of Independence Blue Cross, LLC or an affiliate, in consideration for the opportunity to voluntarily participate in the Event, **I hereby forever agree to assume all risks** involved in, related to, and arising out of my preparation, travel to and from, and participation in the Event. I hereby voluntarily accept and incur full responsibility for all injuries, including but not limited to those caused in whole or in part by the negligence of Independence (defined above) that may arise out of my participation in the Event, whether such injuries are known or unknown, including, but not limited to, bodily injury, temporary or permanent physical disability, death, economic loss, and/or property damage.

Whether or not I am an employee of Independence Blue Cross, LLC or an affiliate, in consideration for the opportunity to voluntarily participate in the Event, **I hereby forever agree to release, indemnify, hold harmless, and defend** Independence (defined above) from and against all losses, liabilities, damages, costs, lawsuits, claims, and actions that arise from or are related to my participation in the Event or any other activity associated with the Event, whether caused by the negligence of Independence or otherwise.

I hereby represent that I am of full legal age and have every right to enter into this agreement on behalf of myself and on behalf of my heirs, representatives, and assigns. I acknowledge and represent that I have read and understand this agreement, and sign it voluntarily. I agree and

understand that invalidation of any individual portion of this agreement shall not affect the validity of the agreement as a whole, and that any remaining valid portions of the agreement shall remain in full legal effect. I am over 18 years of age and of sound mind; I am in good health and have no physical or mental condition that would prevent me from safely participating in the Event.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_