

# EVENT LIABILITY WAIVER & RELEASE OF CLAIMS

## Destination Big Bear Event Center

Presented by Michelle Lovitt

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In consideration of being permitted to participate in the fitness and athletic activities presented by **Michelle Lovitt** and hosted at the **Destination Big Bear Event Center** ("Event"), I, the undersigned, hereby acknowledge, agree, and understand the following:

### ASSUMPTION OF RISK

I understand that participation in fitness, exercise, training, and athletic activities involves inherent risks including but not limited to muscle strains, sprains, fractures, joint injuries, falls, dehydration, cardiovascular events, equipment malfunction, and other serious injuries. I knowingly and voluntarily assume **all risks, known and unknown**, associated with participation in the Event.

### RELEASE, WAIVER & HOLD HARMLESS

I hereby fully and forever **release, waive, discharge, and hold harmless Destination Big Bear**, its owners, members, officers, employees, volunteers, contractors, affiliates, agents, the **Destination Big Bear Event Center**, and **Michelle Lovitt**, including their respective agents, assistants, contractors, and representatives (collectively "Released Parties"), from any and all claims, demands, damages, actions, or causes of action arising from injury, illness, death, or property damage resulting from my participation in the Event, **whether caused by negligence or otherwise**, to the fullest extent permitted by law.

### INDEMNIFICATION

I agree to **defend, indemnify, and hold harmless** the Released Parties from any and all claims, liabilities, losses, damages, or expenses (including attorneys' fees) arising out of my participation in the Event.

### MEDICAL ACKNOWLEDGMENT

I certify that I am physically able to participate and have no medical condition that would impair my ability to safely participate. I acknowledge that no medical advice or screening has been provided by the Released Parties. I assume full responsibility for all medical expenses resulting from my participation.

### EMERGENCY MEDICAL AUTHORIZATION

I authorize Destination Big Bear and Michelle Lovitt to obtain emergency medical treatment on my behalf if deemed necessary and agree to be financially responsible for any related medical expenses.

### MEDIA RELEASE

I grant Destination Big Bear and Michelle Lovitt permission to use photographs, videos, or recordings of me for marketing, promotional, or informational purposes without compensation.

### SEVERABILITY

If any portion of this Agreement is held invalid, the remainder shall continue in full force and effect.

### GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of California, with venue in San Bernardino County, California.

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## ACKNOWLEDGMENT & SIGNATURE

I acknowledge that I have read this waiver, fully understand its contents, and voluntarily agree to its terms. I understand that I am giving up significant legal rights.

**Participant Name:**

**Signature:**

**Date:**

**Phone/Email:**

*If participant is under 18:*

**Parent/Guardian Name:**

**Signature:**

**Date:**