

**Mycroft Mayhem**  
403 Cherokee St,  
Kingsport, TN 37660

### Athlete Waiver

**Full Name**\_\_\_\_\_ **Email** \_\_\_\_\_ **Gender**\_\_\_\_\_

**Address**\_\_\_\_\_ **City**\_\_\_\_\_ **State**\_\_\_\_\_ **Zip**\_\_\_\_\_

**Country**\_\_\_\_\_ **Date of Birth**\_\_\_\_\_ **Phone**\_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Emergency Contact Phone:** \_\_\_\_\_

**Mycroft, Inc.**

### Liability Waiver Form

**PHOTOGRAPHY / VIDEO RELEASE:** Participants involved in any activities offered by Mycroft, Inc. may be photographed or videotaped during the event. The undersigned hereby consents to the use of these photographs and/or videos, without compensation, on, or in any editorial, promotional or advertising material produced and/or published by Mycroft, Inc.

**Initials:** \_\_\_\_\_

### INFORMED CONSENT / EXPRESS ASSUMPTION OF RISK:

I, \_\_\_\_\_, agree to participate in the Mycroft, Inc. Mycroft Mayhem The Murph Challenge and they have made me fully aware that the fitness challenge I desire to participate in is of a nature and kind that is extremely strenuous and can, and may push me to my physical abilities. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in this event. Mycroft, Inc. will make no evaluation or recommendation whether I am sufficiently fit for any exercise activities. It is always advisable to consult a physician before undertaking a physical exercise program.

I recognize and understand that the events are not without varying degrees of risk, which may include but are not limited to the following: falls which can result in serious injury or death; injury to the musculoskeletal and or cardio respiratory systems which can result in serious injury or death; injury or death due to negligence on the part of myself; injury or death due to improper use or failure of equipment; injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above-mentioned risks may result in serious injury or death to myself.

I willingly assume full responsibility for any and all risk that I am exposing myself to as a result of my participation in the Mycroft Mayhem The Murph Challenge and fully accept full responsibility for any injury or death that may result from participation in any activity. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of my participation in the fitness program. I warrant, represent and agree that I am in good physical condition and that I have no disability, impairment or ailment preventing me from engaging in active or passive exercise or that will be detrimental or inimical to my own health, safety, comfort, or physical condition or that of others if I do so engage or participate. I represent that I will not use the equipment with any open cuts, abrasions, infections, maladies with the potential of harm to others, or otherwise in accordance with public health requirements. Mycroft, Inc. shall have the final determination in this regard. Mycroft, Inc. has informed me that there exists the possibility of adverse physical changes during this event, and I fully understand the same. With my full understanding, I agree to assume any and all risk associated with my participation in the Mycroft, Inc., Mycroft Mayhem The Murph Challenge.

**Initials:** \_\_\_\_\_

**RELEASE:** In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willing and voluntarily participating in the activities made available by Mycroft, Inc. and with my full understanding of all of the above, I hereby forever waive, release remiss and discharge Mycroft, Inc. and its agents, officers,

principals, employees, independent contractors and volunteers of any and all liability, claims, demands, actions or rights of actions or damages of any kind related to, arising from, or in any way connected with, my participation in the Mycroft, Inc., Mycroft Mayhem The Murph Challenge, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. Parents/ Legal Guardians must be present at the event when accompanying a child or minor under the age of 18. If I am signing on behalf of a minor child, I also give full permission for any person connected to Mycroft, Inc., to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

**Initials:** \_\_\_\_\_

**MISCELLANEOUS:** Mycroft, Inc. reserves the right to alter or amend these rules or change the fees at any time. Mycroft, Inc. also reserves the right to alter or adjust the equipment at any time. Mycroft, Inc. will not be held responsible for lost or stolen articles. I have been advised to leave all valuables at home when coming to this event. No refunds will be given for inclement weather, this is a rain or shine event. In the case of severe weather date and times may be changed. Minors under the age of 18 must have a parent or legal guardian signature on form and the parent/ guardian must be present during the event.

**Initials:** \_\_\_\_\_

**INDEMNIFICATION:** I recognize that there is risk involved in the types of activities offered by Mycroft, Inc. Therefore, I accept financial responsibility for any injury that I or a guest may cause either to him/herself or to any other participant due to his/her negligence. Should the abovementioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this waiver, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Mycroft, Inc. It's owners, principals, agents, employees, independent contractors, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Mycroft, Inc., at the event or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main event.

**I HAVE FULLY READ AND UNDERSTAND THE AGREEMENT, FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AND I UNDERSTAND THAT BY SIGNING IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION. I UNDERSTAND THAT BY SIGNING THIS FORM I AM WAIVING VALUABLE LEGAL RIGHTS.**

**Participant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Participants Name (Print)** \_\_\_\_\_

**IF PARTICIPANT IS UNDER THE AGE OF 18**

**Participants Name**\_\_\_\_\_ **Parent/ Legal Guardian Signature**\_\_\_\_\_

**Parent or Legal Guardian Name (Print)**\_\_\_\_\_ **Date:** \_\_\_\_\_

-----  
**Reviewed By (Print):** \_\_\_\_\_

**Signature:**\_\_\_\_\_ **Date Signed:**\_\_\_\_\_