



CONNECTING the MIND and the BODY

LIABILITY AND MEDIA RELEASE

Liability Release:

In exchange for participation in the Sharing Our Stories program and fitness activity' I agree for myself and (if applicable) for the members of my family, to the following for the program date indicated here _____ (date) or on my on-line registration:

1. I agree to observe and obey all rules and warnings, and further agree to follow any oral instructions or directions given by the Sharing Our Stories team of sponsors, committee members, volunteers or speakers/presenters, or individuals or employees of the Belleville Township High School District 201 and/or East St. Louis School District 189 from here forward referred to as "SOS Group."
2. I recognize there are certain inherent risks associated with the above program/activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge the "SOS Group" for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of "SOS Group", whether caused by the fault of myself, my family, "SOS Group," or other third parties.
3. I agree to indemnify and defend "SOS Group" against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in anyway arise from my or my family's use of the services of "SOS Group."
4. I agree to pay for all damages to the facilities caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Illinois state law.
6. I agree and acknowledge I am under no pressure or duress to sign this Agreement and I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge "SOS Group" has not received any fees/I have not paid to participate and must decline participation if I choose not to sign this Agreement.
7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Media Release:

I, the undersigned, do hereby consent and agree that the Sharing Our Stories Program Committee, its sponsors or agents have the right to take photographs, videotape, audiotape or digital recordings of me and/or my children during this Sharing Our Stories Program that I am registering for to include activities leading up to and culminating on the date of the event _____ (date), or as noted in my on-line registration to use these in any and all media, now or hereafter known, and exclusively for the purpose of advertising and marketing. I further consent that my name, or my minor child's name and identity may be revealed therein or by descriptive text or commentary, I do hereby release to *Sharing Our Stories Program Committee*, its agents, and employees (SOS Group) all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.

- ✓ **I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.**
- ✓ **I also understand that SOS Group is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result.**
- ✓ **I represent that I am at least 18 years of age, representing me or my minor child, have read and understand the foregoing statement, and am competent to execute this agreement.**