



WAIVER

Community Name: _____

Must be signed by the participant (“Fighter”).

COLD TURKEY CHALLENGE (the “Event”)

WAIVER & RELEASE FROM LIABILITY

Attempting to quit using tobacco and nicotine is not without risk. Quitting using nicotine may cause short-term problems, especially for those who have smoked, chewed or vaped heavily for many years. These temporary changes can result in withdrawal symptoms. Common withdrawal symptoms associated with quitting include the following:

- nicotine cravings (nicotine is the substance in tobacco that causes addiction)
- anger, frustration, and irritability
- anxiety
- depression
- weight gain

Studies have shown that about half of nicotine users report experiencing at least four withdrawal symptoms (such as anger, anxiety, or depression) when they quit. People have reported other symptoms, including dizziness, increased dreaming, and headaches. If you experience serious symptoms, please consult your physician.

In consideration of the undersigned participation in the Event and the accountability testing that will be provided to the undersigned through this process, the undersigned, and on behalf of himself/herself and his/her spouse, if any, and his/her children, if any:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Above + Beyond Cancer, Inc., its donors, the organizers of the Event, licensed medical professionals, and their respective employees, administrators, officers, directors, representatives, and agents, the promoters, other participants, operators, officials, sponsors, advertisers, owners, donors and leasees of premises used to conduct the event and each of them, their officers, employees, agents, and representatives, all for the purposes herein referred to as “releasees”, from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person, property, or reputation, or resulting in death, injury, loss of reputation, or bodily injury of the undersigned, his/her spouse, children, heirs, successors, and assigns, whether caused by the negligence of the releasees or otherwise while the undersigned is competing, officiating in, observing, or working for, or for any purpose participating in the Event.
2. HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost, including reasonable attorney fees, they may incur due to claims asserted by any other person or entity by reason of the undersigned’s participation in the Event, whether by way of competing, officiating, observing, working for, or for any purpose participating in the Event and whether caused by the negligence of the releasees or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, PROPERTY DAMAGE, OR LOSS OF REPUTATION due to participation in the Event, whether such risk is due to the negligence of releasees or otherwise.
4. EXPRESSLY ACKNOWLEDGES AND AGREES that the elements of the Event (E.g., attempting to quit smoking, chewing or vaping and the body’s reaction to such attempts, medical tests, travel, staging promotional activities and events, and the like) can be dangerous and involve the risk of serious injury and/or death and/or property damage.
5. EXPRESSLY ACKNOWLEDGES AND AGREES that the foregoing release, waiver, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Hereby consent to allow the undersigned’s picture and/or voice or likeness to appear in any official documentary, promotional, exclusive television, radio or film coverage of Above + Beyond Cancer in any manner incidental to my participation in the Cold Turkey Challenge and without compensation to the undersigned.

WAIVER (CONTINUED)

THE UNDERSIGNED HAS READ THIS WAIVER AND RELEASE FROM LIABILITY, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT SUBSTANTIAL RIGHTS ARE GIVEN UP BY SIGNING IT, AND SIGNS IT FREELY AND VOLUNTARILY, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. This waiver, release and indemnification agreement, specifically embraces each and every event sanctioned, authorized, sponsored, co-sponsored, or promoted by said releasees during the entire Event and applies to each and every event, or activity herein above mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described.

Participating Fighter

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ T-shirt Size: _____

Signature: _____ Date: _____