

Consent and Waiver of Liability

Note: You are free to participate in numerous workshops and other strenuous physical activities during the conference. We advise that if you are currently taking medication, have any physical ailment or are otherwise not in excellent physical condition suitable for such strenuous activity, your participation could be injurious to you. You should seek medical advice regarding these matters BEFORE participating in this program. Children may visit the exhibit hall during exhibit hall hours only, but must be accompanied by a parent or guardian; additionally, children 3 years of age and younger must be in a stroller/carried by/holding the hand of a parent/chaperon at all times. Children are not allowed to be on equipment at any time. By signing this waiver of liability, you are also signing a release of liability for your child/children, should you be accompanied by child/children at the Conference/Convention. THIS CONSENT AND WAIVER IS A RELEASE OF CLAIMS, AND BY AGREEING TO IT, YOU RELINQUISH CERTAIN LEGAL RIGHTS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT CONTINUE WITH YOUR REGISTRATION. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY OBTAIN A REFUND OF MONIES PAID FOR REGISTRATION. IF THIS CONSENT AND WAIVER WAS ACCESSED ELECTRONICALLY, AND YOU DO NOT AGREE TO THE TERMS CLICK "DISAGREE". I assert that any and all participation by me, my child/children, in physical activity at this Conference/Convention, whether in sessions, in the exhibition halls, elsewhere on the grounds or offsite at Conference/Convention activities and/or sessions, will be voluntary. In consideration for being allowed to participate in this Conference/Convention, I, on behalf of myself, my spouse, my heirs, and my estate, hereby release, waive, indemnify, and save harmless IDEA Health & Fitness Inc. ("IDEA") and all IDEA employees, volunteers, or agents, from liability from any and all physical or other injuries or harm (including those resulting from the ordinary negligence of IDEA, its employees, volunteers, or agents) suffered by me, my child/children, during, or as a consequence of, participation in any and all physical activity associated with the Conference/Convention. I further understand that there are serious inherent risks involved with all physical activity and that when performing exercise routines or engaging in any similarly strenuous activity, I may, or my child/children may, suffer minor injury, serious injury, or even death. I understand these inherent risks, and I assume all such inherent risks associated with participation in any activities in conjunction with the IDEA Conference/Convention and release IDEA, all employees, volunteers, or agents from liability. I further represent to IDEA that I am, or my child/children are, in excellent health and physical condition and that I am not, or my child/children are not, disabled in any way, taking medication, or suffering from any condition that would prevent me, or my child/children, from safely engaging in such activities or that would make such participation potentially dangerous or harmful for me, or my child/children. I understand that IDEA may photograph, film, video capture or audio capture some or all of the event, and it is possible that I, or my child/children, will be filmed, taped or recorded. By agreeing with this document, I agree to these conditions. IDEA may, but need not, photograph, film, video capture or audio capture me, or my child/children, in connection with the event. IDEA will own all or part of any such photograph, film, video capture or audio capture, and further that IDEA may employ any such film, tape or recording for any and all commercial or noncommercial purposes without payment of any kind to me, or my child/children, and without further notice to me, or my child/children, or permission from me, or my child/children. I understand that IDEA and its licensees shall own all right, title and interest in any photographs, films, video capture and/or audio capture taken at the Convention/Conference by IDEA or by photographers, videographers, and the like commissioned by IDEA for the purpose of advertising future events or otherwise as IDEA shall reasonably determine. Photographs may be released to the news media that are reporting on the event. IDEA shall have the right to the use of my likeness, or my child/children's likeness, and similar characteristics contained in photographs, films, video capture and/or audio capture taken of me, or my child/children, at the Convention/Conference for the purpose of advertising, promoting, selling, and otherwise merchandising for future events or otherwise. I hereby release and discharge IDEA, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions that I, or my child/children, may have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or violation of any other right arising out of or relating to any utilization of any photographs, films, video capture and/or audio capture taken at the Convention/Conference by IDEA. I hereby, for myself, my heirs, executors and administrators, waive, release, and discharge any and all claims of damages for death, personal injury or property damage which I may have, or which may hereafter accrue to me, or my child/children, as a result of my, or my child/children's, participation in

the Conference/Convention. The release is intended to discharge in advance IDEA, its employees, volunteers, and agents from and against any and all liability arising out of or connected in any way with my participation in the Conference/Convention, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. I further understand that serious accidents occasionally occur during physical activity and that participants can sustain mortal or serious personal injuries as a consequence. Knowing the risks of participation, I nevertheless hereby agree to assume those risks and to release and hold harmless all of the persons or entities mentioned above who (through negligence, carelessness or otherwise) might be liable to me or my heirs or assigns, for damages. It is further understood and agreed this waiver, release and assumption of risks is to be binding on my heirs and assigns. IDEA is not responsible for failing to perform if failure is caused by circumstances or events outside IDEA's reasonable control, which shall include but not be limited to acts of God or nature, terrorist attacks, war, union or labor disputes or other events out of its control. I HAVE CAREFULLY READ, I UNDERSTAND, AND, AS AN INDUCEMENT TO IDEA TO ALLOW ME, OR MY CHILD/CHILDREN, TO PARTICIPATE IN THIS CONFERENCE/CONVENTION, I AGREE TO THE FOREGOING. This waiver shall be governed by and construed in accordance with the laws of the State of California, and any suit or action arising hereunder shall be filed in a Court of competent jurisdiction within the State of California.