

Cushing Cycle Challenge Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release") is made and provided by the person signing below ("Participant"), who desires to participate in "Cushing Cycle Challenge" fitness and fundraising activities (the "CCC") promoted, conducted by or associated with the Cardinal Cushing Centers ("CUSHING") and its employees or agents. Participant acknowledges and agrees that entering into this Release is required as a condition to participating in the CCC and accessing any virtual or other materials related thereto. This Release shall be effective on the date of its execution and delivery by Participant.

In consideration of CUSHING permitting Participant to participate in the CCC and access any on-line or other materials related thereto, the undersigned, on behalf of himself or herself, his or her personal representative, heirs, and next of kin, does hereby stipulate and agree:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK. Participant understands and acknowledges that the CCC involves participants engaging in voluntary fitness activities of participant's own choosing and planning in order to fundraise for CUSHING. Participation in the CCC may give Participant access to virtual (e.g. on-line) interaction with CUSHING employees or agents and/or with coaches and other participants, such as on-line message boards, but does not involve any in-person or customized training, medical advice or other activities conducted or promoted by CUSHING or its employees or agents. PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT ANY FITNESS AND WELLNESS ACTIVITIES, SUCH AS THOSE WHICH PARTICIPANT MAY ELECT TO UNDERTAKE WHILE PARTICIPATING IN THE CCC, INVOLVE INHERENT RISKS OF INJURY, AND THESE RISKS CAN RANGE FROM MINOR INJURIES AND PROPERTY DAMAGE TO SERIOUS BODILY INJURY, INCLUDING TEMPORARY OR PERMANENT DISABILITY, PARALYSIS AND DEATH. Such risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of others participating in the CCC, or the negligence of the Released Parties (as defined in Section 3 below). Participant further acknowledges there may be other risks and economic losses, which may be known to the Participant or may be unforeseeable, that are presented by participation in the CCC. **PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO PARTICIPATION IN THE CFC, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.**

Furthermore, Participant acknowledges that neither CUSHING nor its employees or agents gave Participant medical advice before registering in the CCC, and cannot give Participant medical advice at any time, relating to Participant's physical condition and ability to participate in the CCC. If Participant has any health or medical concerns now or after joining the CCC, Participant should discuss them with his or her doctor before undertaking any CFC activities.

2. PARTICIPANT'S REPRESENTATIONS. Participant acknowledges and represents that: (1) Participant is in good health and able to participate in the CCC; (2) Participant has no medical reason or impairment that might prevent Participant from his or her intended participation in the CCC; (3) Participant will at all times take appropriate safety precautions and seek any necessary medical advice while participating in the CCC; (4) Participant will not permit or facilitate access to any CCC participant materials, participant-only websites or participant-only online groups to any other person until CUSHING has signed a copy of this Release from such person; (5) Participant shall at all times follow all rules and regulations for the CCC, as may be established or modified by CUSHING; (6) Participant has informed himself or herself about the CCC and activities that will be involved in the CCC, either by previous participation in the CCC or pursuant to his or her investigation; (7) Participant is aware that it may increase the inherent risks of participating in fitness activities to consume or be under the influence of any alcohol or drugs at any time while participating in fitness activities; and (8) Participant understands that CUSHING reserves the right to discontinue the CCC at any time; (9) Participant has fully read and understands each of the provisions of this Release, and prior to signing this Release had the opportunity to consult with an attorney.

3. RELEASE FROM LIABILITY. Participant hereby agrees, on behalf of himself or herself, and his or her heirs and personal representatives, to fully and forever discharge and release CUSHING and any CCC staff, their affiliates, and their respective partners, agents, managers, employees, and representatives, other participants participating in the CCC ("Released Parties") from any and all claims Participant may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant's participation in the CCC, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal

injuries, temporary or permanent disability, death, and/or property damage sustained by the Participant in any way related to the CCC activities.

4. COVENANT NOT TO SUE. Participant agrees, for himself or herself, and all of his or her heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or his or her heirs or legal representatives may have as a result of any personal injury, death or property damage the Participant may sustain while participating in the CCC.

5. INDEMNIFICATION. Participant hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of Participant's involvement in any of the CCC activities or Participant's use of the CCC materials, websites or on-line groups, whether caused by the negligence of Released Parties or otherwise.

6. NO DUTY TO SUPERVISE. Participant acknowledges and agrees that he or she is aware that the Released Parties have no duty to supervise the activities of any participant in the CCC. The Released Parties assume no responsibility or liability for the acts or omissions of any such persons.

7. Governing Law and Venue. This Release agreement will be governed by and interpreted in accordance with the laws of the State of Massachusetts, without giving effect to the principles of conflicts of law of such state. Participant agrees that any action arising out of this Release must be brought exclusively in any state or federal court located in Plymouth County, Massachusetts.

8. Waiver. No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

9. Survival. Any provision of this Release providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

10. Compliance with Laws. In the performance of the terms of this Release, use of the Property and participation in the CCC, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

11. Severability. If any provision or portion of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

12. Entire Agreement; Modification; Binding Effect. This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties. Delivery of any executed counterpart of this Agreement by electronic transmission or signature by electronic means shall be effective as delivery of a manually executed counterpart hereof.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.

By: _____

Print Name:

Date: