



RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
evrē

Disclaimer: UCHealth, its affiliated subsidiaries, affiliated companies, Hospitals and Clinics, the National Football League, its member professional football teams, Denver Broncos Team, LLC, its affiliated subsidiaries and affiliated companies (collectively, "Broncos"), UCHealth Training Center/Broncos Training Facility, and the City of Englewood, CO, and any other related parties participating in this event are not responsible for any injury or loss of property suffered while participating in evrē (the "Activity") and related activities, using equipment, or on the Broncos Training Facility's premises, for any reason whatsoever related to the Activity, including ordinary negligence on the part of UCHealth, Broncos, the UCHealth Training Center/Broncos Training Facility, and their respective agents or employees. This is a complete release of liability.

1. In consideration for participating in the Activity, I hereby RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE, (a) UCHealth, its affiliated companies, subsidiaries, affiliates, officers, directors, agents, employees, medical staff, and volunteers; (b) the National Football League, its member professional football teams, Denver Broncos Team, LLC, its affiliated companies, subsidiaries, affiliates, officers, directors, agents, volunteers and employees; and (c) the City of Englewood, CO and its officers, agents and employees; (hereinafter referred to as "RELEASEES") from any and all liability to me for any loss or damage, and any claim or demands therefor on account of injury to me or my property or resulting in my death, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (the foregoing (a)-(c), collectively, "Released Claims"), while participating in the Activity, or while in, on, or upon the premises where the Activity is being conducted. I understand and agree that the RELEASEES are not responsible for any injury or property damage arising out of the Event, even if caused by RELEASEES' negligence.
2. I am fully aware of the risks involved and hazards connected with the Activity. I understand that the Activity may include the exertion of physical activity, which can result in injury to my muscles (including my heart), bones, nerves and joints. I also am aware that the Activity may include balance exercises, and that I may fall and be injured. I understand that I am participating under the advisement of the instructor, and I understand and acknowledge that fitness instruction is a guideline only and that I am taking the steps of the class at my own pace while remaining conscious of my own limitations. If I need to stop the progress of the class for any reason, I understand that I may and should do so at any time. I understand that the fitness instructor is no substitute for my physician. I understand I should consult with my doctor before participating in the Activity or beginning any exercise regimen. The instructions and advice presented in the Activity are in no way intended as a substitute for medical advice.
3. I elect to voluntarily participate in this activity with full knowledge that this activity may be hazardous to me and/or my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
4. I consent to administration of first aid and other medical treatment in the event of my injury or illness while participating in the Activity.
5. Any reference to a third party obtained from this Activity describing, advertising, or selling a specific product, process, or service does not constitute or imply an endorsement or recommendation by UCHealth, its related entities, affiliates or subsidiaries of the product, process, or service, or its producer or provider. The views and opinions expressed in any referenced document or linked third party website do not necessarily state or reflect those of UCHealth, its related entities, affiliates or subsidiaries.
6. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES, and each of them, from any loss, liability, damage or costs, including court costs and attorney fees, that may arise out of or related to my participation in the Activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. I will not institute any claim or cause of action against any RELEASEE in respect of any Released Claim or otherwise arising out of or relating to my participation in the Activity.
7. I hereby irrevocably give permission to UCHealth, Broncos and the Media (*which shall include radio, television and print*) and their respective officers, agents, employees, successors, licensees, and assigns forever to make use of my image and likeness in still and motion pictures, to use quotes from any interviews (or excerpts of such quotes) or recordings of my voice and to copy, edit, alter, revise and otherwise change these images or recordings and to use



them in any manner or media, including use of web pages, in whole or in part, alone or in conjunction with other images or recordings, in connection with any educational, institutional, scientific, informational, or promotional purposes whatsoever, whether for a restricted or unrestricted audience, except for any commercially sponsored uses. Similarly, I give permission to use my name, biography, and any other personal data, events, or other material in or in connection with any such uses of photographs and videotapes. I specifically understand that all right, title, and interest of said photographs and video belong exclusively to the entity recording the images, and in the event consideration is paid or received for use of said photographs and videotapes, I shall in no way be entitled to any part of such consideration nor shall I have any moral rights therein or thereto.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, and my heirs, assigns and personal representatives, and this shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Colorado. I expressly agree that the foregoing RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT is intended to be as broad and as inclusive as is permitted by the law of the State of Colorado, and that if any portion thereof is held invalid, the remainder of the agreement will continue to be in full legal force and effect

8. I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
9. I further acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I (and/or, as applicable, my child(ren) as their parent or legal guardian) may be exposed to or infected by COVID-19 by attending and/or participating in the Activity, from the actions, omissions or negligence of myself, my child(ren) and others, including, but not limited to, the RELEASEES, other Activity personnel and volunteers, and other Activity participants and their families and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand and agree that the Released Claims include any claim that alleges a COVID-19 or other infection occurred before, during, or after attendance at or participation in the Activity and activities ancillary to the Activity.

Signed on this _____ **day of March 2023.**

PARTICIPANT

Printed Name

Signature