

E PARTICIPANT WAIVER AND RELEASE

I hereby enter into the following agreement with Special Olympics International and/or Special Olympics New Mexico, as well as its members, officers, employees, agents, and representatives (individually and collectively, "Special Olympics New Mexico"), as a condition of receiving and using Special Olympics' online fitness, sports, leadership and inclusion programming services.

1. I acknowledge and fully understand that Special Olympics will endeavor to provide the most effective principles to help achieve my fitness, performance, and personal goals, but that Special Olympics cannot guarantee that any services, products, programs, methods, workouts, recommendations, or routines will be safe, effective or suitable for everyone. All such products and services, programs, techniques, recommendations, and materials embodied in such products and services are offered without warranties or guarantees of any kind, express or implied, including, but not limited to, warranties of safety or fitness for any particular purpose. **Further, I hereby waive, release, and discharge Special Olympics and all of their members, officers, employees, agents, and representatives from any and all liability from death, injuries or damages arising from, or in any way connected with, use of its services, products, programs, methods, workouts, recommendations, or routines, including any death, injuries or damages resulting from the negligent recommendations, acts, or omissions of Special Olympics, no matter where those injuries occur.**
2. I acknowledge and fully understand that any fitness or exercise activities, and the use of training and fitness equipment and machinery, involve risks of serious injury, permanent disability, or death, even if done correctly and with the utmost attention to safety. These risks include, but are not limited to, fainting; broken bones; strained or torn muscles; torn or strained ligaments, tendons, and other connective tissues; herniated discs and other spinal injuries; cardiovascular or cerebrovascular events, including heart attack or stroke; conditions related to overexertion, including heat stroke/exhaustion or rhabdomyolysis; or damage to the nervous system, including irreversible damage to the brain or spinal cord. I further acknowledge and fully understand that participation in any fitness or exercise activities could aggravate a pre-existing condition, whether known or unknown, and that there may be other risks associated with my participation in fitness or exercise activities that are not known or not reasonably foreseeable at this time. I

further acknowledge and fully understand that all of the foregoing risks are especially pronounced in an online programming setting, such as that embodied by the fitness and performance programming services provided by Special Olympics because I will necessarily be engaging in fitness or exercise activities on my own, without real-time supervision by Special Olympics, in a facility or location over which Special Olympics has no control. **I hereby acknowledge and accept the foregoing risks and dangers. Further, I hereby waive, release, and discharge Special Olympics New Mexico from any and all liability from death, injuries or damages arising from, or in any way connected with, Special Olympics New Mexico' fitness and performance programming services; Special Olympics New Mexico' instruction, programming, advice or recommendations; the use of any exercises, routines, equipment or machinery, whether or not they were recommended by Special Olympics New Mexico New Mexico; or my engagement in any fitness or exercise activities, including any death, injuries or damages resulting from the negligent recommendations, acts, or omissions of Special Olympics New Mexico, no matter where those injuries occur.**

3. I acknowledge and understand that **Special Olympics New Mexico and all of their members, officers, employees, agents, and representatives may not be licensed dietitians or physicians**, and do not hold themselves out to possess professional expertise in dietetics or medical matters. I acknowledge and agree that any information, guidelines, or advice provided by Special Olympics New Mexico are not intended to constitute and shall not be construed as dietetic or medical advice, as treatment for any general or particular medical or physiological condition or pathology, or as a means of improving or bettering health outcomes, and that they carry no express or implied warranty of any kind, including, but not limited to, warranties regarding safety or suitability for a particular purpose.
4. **I understand that a physician's approval is highly recommended prior to participating in any type of fitness or exercise activity**, and I hereby represent that I have either obtained a signed approval from my physician, or that I acknowledge the risks inherent in such activities but have elected to engage in said activities without seeking prior approval by a physician.
5. If a court of competent jurisdiction, or any other legal authority or governmental agency, declares any provision of this agreement invalid, such invalidation shall not affect the remaining provisions of this agreement, which shall remain in full force and effect. If any sentence, clause, phrase, or term of

any section of this agreement is deemed invalid, the remainder of that section shall remain in full force and effect.

6. Any suit brought under this agreement, or in relation to any programming, consultation or services provided under this agreement, shall be brought in **[Insert Program Jurisdiction here]** or in the District of Columbia, and both parties irrevocably consent to venue and jurisdiction in that court. This agreement shall be governed by **[Program’s jurisdiction law]** or District of Columbia law, irrespective of any choice-of-law principles. The parties’ legal rights and obligations relating to this agreement and relating to the programming and services provided under this agreement shall be governed by **[Insert Program Jurisdiction law or District of Columbia Law]**, irrespective of any choice-of-law principles. This agreement shall be deemed to have been agreed to and executed in **[Insert Program Jurisdiction here, or District of Columbia here.]**

PLEASE INITIAL your acknowledgement of the following statements:

7. I hereby give permission to Special Olympics New Mexico and any of its employees, contractors, coaches, or representatives to use my name and photographic/video likeness in all forms to spread the mission and objectives of Special Olympics New Mexico and for use in media for advertising, exposition displays, trade, and any other lawful purposes **[INITIAL HERE]**.
8. I have completed the athlete data form, and will complete the athlete medical form should I elect to participate in Special Olympics New Mexico in-person programming **[INITIAL HERE]**
9. **I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND AGREE TO ADHERE TO ALL ITS PRECEPTS.** Any questions that I may have had relating to anything in this agreement have been answered to my satisfaction. This document encompasses the entire agreement of the parties and supersedes all prior oral and written representations between the parties, if any **[INITIAL HERE]**.

DISCLAIMER: Special Olympics New Mexico and all of their members, officers, employees, agents, and representatives are not licensed dietitians, are not offering dietetics advice, and are not offering advice intended as dietary means of improving health or providing medical advice.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you

and Special Olympics New Mexico. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Special Olympics New Mexico or of Special Olympics Inc.