

## HEALTH THROUGH FITNESS IN ORPHAN DISEASES

### AUTHORIZATION & RELEASE

#### (FOR ADULTS)

The following terms apply to each adult participant in Health Through Fitness in Orphan Diseases activities including participation in TEAM CF, a program conducted and sponsored by Health Through Fitness in Orphan Diseases. This agreement covers your participation in all “Activities” (as defined below) undertaken in calendar year 2012. Please read the terms carefully, complete the enrollment section below, and sign, date, and return the completed form to:

HEALTH THROUGH FITNESS IN ORPHAN DISEASES

P.O. Box 8671

Philadelphia, PA 19101

1. **Health Through Fitness in Orphan Diseases and TEAM CF Legal Status & Mission.** Health Through Fitness in Orphan Diseases is a Pennsylvania nonprofit corporation (“HTFOD”). TEAM CF is a program conducted and sponsored by HTFOD. Through TEAM CF, HTFOD uses cycling as a platform to increase awareness of cystic fibrosis, raise money for cystic fibrosis research, and promote fitness for those with cystic fibrosis.

2. **TEAM CF Activities and Obligations.** HTFOD may provide, or sponsor your participation in, TEAM CF cycling practices, training, exhibitions, races, tournaments, competitions, and other events (“Activities”). HTFOD will provide you with support as outlined in your welcome letter (email).

3. **My Representations.** I represent that I am at least 18 years of age and legally competent to enter into this Authorization & Release. I have the necessary skills to participate in all reasonably anticipated aspects of the Activities. I have reviewed the proposed Activities with my physician and, to the best of my knowledge, there is no health-related impediment to my participation in the Activities.

4. **My Obligations.** I will conduct myself in an ethical and sportsmanlike manner so as to enhance the reputation of HTFOD and TEAM CF. I will promote the mission of HTFOD and TEAM CF. To further the mission of HTFOD and TEAM CF, I will undertake the endeavors as set forth in my welcome letter.

5. **Photographs and Other Media.** I authorize HTFOD, its partnering organizations, affiliates, and sponsors, and their respective successors and assigns, to photograph, audiotape, videotape, or otherwise record me as a participant in the Activities and grant the right to HTFOD, its partnering organizations, affiliates, and sponsors, and their respective successors and assigns, to use such photographs, audiotapes, films, tapes, or other recordings, including reproductions thereof or likenesses based thereon, with or without my name or with a fictitious name, in any legal manner for advertising, public relations or otherwise, in all means or media now known or later invented, and the right to copyright same. I waive all right of inspection and approval, and release HTFOD and its partnering organizations, affiliates,

and sponsors, and their respective directors, officers, managers, members, employees, agents, volunteers, and representatives, and their heirs, successors and assigns, from all liability arising out of the exercise of the rights hereby granted.

6. **Names, Logos and Reputation.** I will not do or permit to be done any act that might impair the goodwill of HTFOD, or its names, logos, or Activities. Except as contemplated by this Authorization & Release and in furtherance of the Activities, I will not use the names or logos of HTFOD or TEAM CF or any derivation of them without the prior written consent of HTFOD. All interactions and communications with the press regarding your Activities and affiliation with HTFOD and TEAM CF must be coordinated through HTFOD.

7. **Termination.** HTFOD may terminate my participation in the Activities at any time without prior notice if: (i) in the sole discretion of HTFOD, my continued participation could injure the goodwill or reputation of HTFOD or TEAM CF (for example, because a criminal proceeding is brought against me or my conduct reflects poorly on HTFOD or TEAM CF); (ii) my representations are not truthful; or (iii) I do not fulfill my obligations to HTFOD and TEAM CF.

8. **Assumption of Risk for Activities.** The nature of the Activities has been fully disclosed to me. I am aware that cycling and other athletic activities have certain inherent risks and may cause injury to participants. I consent to participate in the Activities at my own risk, and I voluntarily assume all risks involved in the Activities.

9. **Release and Indemnification.** In consideration for being permitted to participate in the Activities, for myself and for my heirs, executors, administrators and assigns, I waive, release, and forever discharge HTFOD and its affiliates and sponsors, and their respective directors, officers, managers, members, employees, agents, attorneys, volunteers, and representatives, and their respective successors, assigns, heirs, and personal representatives (each an "Indemnified Party") from all claims, demands, debts, contracts, expenses (including attorney fees and court costs, with or without litigation), causes of action, lawsuits, losses, judgments, damages, and liabilities, of every kind and nature, whether known or unknown, in law or equity (collectively "Claims"), that I ever had or may have, arising from or in any way related to my participation in any Activities (including without limitation, any illness, injury, or death), even if any Claim arises out of gross negligence or carelessness on the part of any Indemnified Party. I further agree to indemnify, defend, and hold harmless HTFOD and each Indemnified Party from and against any and all Claims by third parties arising out of or by reason of my participation in the Activities. Notwithstanding the foregoing, my waiver and release and my obligation to indemnify do not apply to any Claim that is found by a court of competent jurisdiction to be the result of the intentional, willful, or wanton misconduct of any Indemnified Party.

10. **Survival.** This Authorization & Release is binding upon me, my heirs, executors, legal representatives, successors and assigns. The terms of this Authorization & Release will continue in full force even after the completion of my race plan or the termination of my participation in the Activities.

11. **Governing Law.** This Authorization & Release is governed by the laws of the Commonwealth of Pennsylvania (without regard to conflicts of law principles and without the

aid of any rule of law requiring construction against the draftsman). If any provision of this Authorization & Release is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

12. **Entire Agreement.** You and HTFOD intend to be legally bound by this Authorization & Release. This Authorization & Release contains our entire agreement and supersedes any prior written or oral agreements between us concerning its subject matter. The provisions of this Authorization & Release may be waived, amended, or repealed, in whole or in part, only with our mutual written consent. A waiver by either of us of any term or condition of this Authorization & Release in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. This Authorization & Release may be signed in two original counterparts, which constitute the same agreement. We will try to settle any dispute between us amicably. However, any unresolved dispute relating to this Authorization & Release shall be resolved in, and you and HTFOD consent to the exclusive jurisdiction of, federal or state courts located in the City of Philadelphia. You and HTFOD waive any claim or defense that such forums are not convenient or proper. You and HTFOD agree that service of process may be given by mailing a copy of any legal action by certified mail, postage prepaid, to the addresses specified in this Authorization & Release or by any other method authorized by applicable law.

**PLEASE PRINT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

I understand the terms of this Authorization & Release and I have willingly signed it as my own free act and intend to be legally bound.

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Accepted on behalf of Health Through Fitness in Orphan Diseases

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_