

PCA USA Terms and Agreement

In consideration of your accepting this entry, I hereby intend to be legally bound, for myself, my heirs, executors or administrators, waive any and all right and claim for damages I may have against Ian Harrison, Kevin Taylor, PCA USA LLC and PCA USA Promoters. In consideration of being allowed to participate in any way in any PCA USA (“Event”) promoted by Ian Harrison & Kevin Taylor or otherwise noted (“Promoter(s)”) and sanctioned by the Physical Culture Association USA (PCA USA). By reading and signing, I undersigned, acknowledge, appreciate and agree that: 1. The risk of injury from the activities involved in this Event is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, 2. I knowingly and freely assume all such risks, both known and unknown, even if arising from negligence of the promoter and/or PCA USA LLC or others, and assume full responsibility for my participation; and, 3. I willingly agree to comply with the stated and customary terms and conditions for participation, if, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Promoter immediately; and, 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE PROMOTER, VENUE, THIRD PARTY LOCATION AND THE PCA USA LLC and each of their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity (“Releases”), WITH RESPECT TO ANY AND ALL INJURY DISABILITY, DEATH, or loss or damage to person or property associated with my presence at or participation in or in traveling to and from the Event, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, to the fullest extent permitted by law. The undersigned further consents and agrees that the undersigned will comply with all rules and regulations of any associated hotel (“Hotel”) including any rules or regulations prohibiting cooking or food preparation in the hotel rooms. The undersigned further agrees that the undersigned will indemnify and hold harmless the PCA USA and the Promoter from and against any damages caused by the undersigned to the Hotel or damages to a guest room or rooms occupied or registered to the undersigned. Finally, the undersigned acknowledges that the undersigned’s failure to comply with any rule or regulation of the Hotel or damage to any guest room occupied by or registered to the undersigned may result in disciplinary action against the undersigned including, but not limited to, suspension as a member of the PCA USA and/or competing in contests sanctioned by the PCA USA. And in further consideration or permission being granted to me to participate in the Event and its related events. I hereby grant the PCA USA, Promoter and/or any other PCA USA approved video or entertainment organization and all of their agents, successors, licensees and assigns, the right to photograph or otherwise reproduce (whether by film, tape, still photography or otherwise) my voice, appearance and name, and to exhibit, distribute, transmit, and/or otherwise exploit any and all media, including without limitation, by means of still photography, motion pictures, radio, television, television motion pictures, video, printing or digital or any other medium now known or hereafter devised, including with respect also to any merchandising, advertising and/or publicity, and the right to use my name and information about me in any connection with any of the foregoing. The rights granted by me hereunder are granted for the entire universe and shall endure in perpetuity and no further compensation shall be payable to me at any time in connection therewith. Nothing contained herein shall be deemed to obligate the PCA USA, Promoter, and/or any other PCA USA-approved video or entertainment organization, to photograph or otherwise reproduce my voice, appearance or name, or to make use of any rights granted herein. I also understand that the aforementioned rights may be reassigned at any time without further consent. I understand that the PCA USA, the Promoter and/or any PCA USA-approved video or entertainment organization, are videotaping and photographing the Event in express reliance upon the foregoing, and I represent and agree that I am free to grant the rights granted to the PCA USA, Promoter and/or any other PCA USA-approved video or entertainment organization hereunder. PCA USA reserves the right to share athlete information to third party affiliates, sponsors and/or future associates. PCA USA reserves the right to change and/or modify prize based on attendance of available athletes and is at the sole discretion of the Promoter to modify prize fund. Athletes who choose to compete for prize money acknowledge they are eligible to compete for prize money and will report the earnings to the appropriate tax authority. I the athlete agree to supply the appropriate documentation to allow the PCA USA and/or the Promoter to properly file the appropriate tax documentation. I also acknowledge that I hold PCA USA and the Promoter harmless in the event of tax and/or financial distress that may occur. Competing in any PCA USA event does not guarantee prize money will be given to the athlete for entry and/or competing in the event. Athletes who compete for prize money also acknowledge that they hold PCA USA, Promoter(s) and third-party affiliates harmless if another Fitness Federation, Amateur and/or Professional Organization prevents them from entering one of their sanctioned events. In the event categories have a smaller turnout, there could be the chance for certain classes to merge. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FORM THE NEGLIGENCE OF THE RELEASES, to the fullest extent permitted by law. By registering for this event, you acknowledge and agree to these terms.

Athlete Name Printed:

Athlete Signature:

Date:

If Athlete is a minor:

____ I Give My Permission

____ Do Not Give My Permission

Name of Parent or Legal Guardian Print

Signature of Parent or Legal Guardian

Date: