



## Aquatics Class 2024

### PARTICIPANT AGREEMENT AND LIABILITY WAIVER

This agreement by and between MS BRIGHT SPOTS OF HOPE (“MSBSH”) and the adult participating in any and all fitness (including aquatics locomotion) classes (hereinafter collectively referred to as (“Participant”) during 2024.

Participant hereby certifies that he/she has been given the opportunity to review the content of this agreement. Participant hereby certifies that he/she fully understands the content of this agreement below and ***consents by acknowledgement upon registration*** of his/her own free will.

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Participant understands that an MSBSH Aquatics class includes approximately 60 minutes of fitness activities. All classes are taught by certified instructors and may include, but are not limited to water exercises.

Participant acknowledges that he/she assumes all risks in engaging in the class and that MSBSH does not assume responsibility for providing any financial or other assistance, in the event of injury.

Participant acknowledges that MSBSH does not carry accident or medical insurance for class participants and agrees that his/her own insurance shall be used for such medical care expenses. Participant acknowledges that he/she may be responsible for any medical treatment expenses not covered by Participant’s insurance. Participant agrees that, in the event he/she does not have medical insurance coverage, he/she shall be solely responsible for the payment of medical bills for any injuries incurred while participating in MSBSH classes.

Participant hereby releases and discharges MSBSH, and its Officers and Board of Directors members from any and all liability for claims that the Participant may have against MSBSH for any bodily or personal injury, illness, death, or property damage that may result from Participant’s activities with MSBSH. Whether caused by negligence of MSBSH or their employees.

Participant also hereby releases and discharges MS Bright Spots of Hope, and its Officers and Board of Directors members from any and all liability for claims that the Participant may have against MS Bright Spots of Hope for any bodily or personal injury, illness, death, or property damage that may result from Participant’s activities with MS Bright Spots of Hope. Whether caused by negligence of MS Bright Spots of Hope or their employees.

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In the event that any provision of this agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this agreement will, where possible, be interpreted so as to sustain its legality and enforceability.

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## **PHOTO RELEASE**

I hereby consent to allowing myself to be photographed (still and/or video/film) for use by MSBSH, organizations affiliated with MSTH (including MS Bright Spots of Hope), its agents, successors, and users of its services.

This consent form allows MSBSH to use my photos and/or voice to further the aims of MSBSH.

The terms of this consent include possible uses of my (or my child's, if under the age of 18) photos, voice or video for printed material, displays, audio/visual presentations, radio or television, and social media platforms, but are not limited to same. The general public may see my photos if to do so furthers MSBSH's goals. I fully understand that I will receive no compensation for the use of my photos, voice and/or information, either now or in the future, and that this release requires no action or obligation, legal or otherwise, on the part of MSBSH, its agents, successors, and users of its services.