

# ACSM WORLD HEART GAMES

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## AGREEMENT TO PARTICIPATE, AUTHORIZATION, WAIVER AND RELEASE, COVENANT NOT TO SUE, ASSUMPTION OF RISK

### *Introduction*

The American College of Sports Medicine, Inc. (ACSM), will sponsor the World Heart Games (Games) in Hickory, North Carolina, on June 7-8, 2019, at Lenoir Rhyne University, in conjunction with Life Systems International.

While the Games have been developed for patients with heart disease or adults with risk factors for heart disease, I understand that the Games carry with them significant risks. Often, those participating in the Games will be currently or previously enrolled in cardiac rehabilitation programs and their participation may be encouraged by staff members of cardiac rehabilitation programs throughout the United States and international countries. Recreational activities of the Games will include such events as: golf, putt-putt golf, disk golf, volleyball, table tennis, horseshoes, soccer kick, basketball shooting, prediction walk, prediction bike, prediction jog, prediction Nu Step, prediction rower, Game of Knowledge, prediction swim, bocce and tennis. Although ACSM has taken reasonable and prudent steps to reduce foreseeable risks, they still exist. I understand that ACSM is not regularly engaged in conducting recreational activities for people with heart disease or risk factors for heart disease. Accordingly, in exchange for my being allowed to participate in the Games, I, and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

### *Voluntary Participation*

I understand and confirm that my participation in the Games is voluntary.

### *Risks Associated with Participation*

I understand that there are certain dangers, hazards, and risks inherent in the recreational activities conducted as part of the Games, including the possibility of adverse changes in blood pressure, fainting, and disorders of heart rhythm, which may result in heart attack, stroke, or even death. I have also been informed that in addition to the foregoing, other risks exist. These risks include, but are not limited to, the possibility of cerebrovascular (stroke) or cardiovascular emergencies, mental, physiological, motor, visual or hearing injuries, partial or total paralysis, slips, falls, or other unintended loss of balance or bodily movement related to the exercise activities. Such activities also may cause muscular, neurological, orthopedic or other bodily injury, as well as a variety of other possible occurrences, any one of which could cause bodily injury, impairment, disability or death. There may be other risks not known to ACSM and not reasonably foreseeable at this time.

I further understand that some of the premises, facilities, and equipment used in connection with the Games may not be owned, maintained, or controlled by ACSM, but rather by the premises owners. I understand that this Release of Liability, Waiver, Indemnification, and Consent is intended to address all of the risks of any kind associated with my participation in any aspect of the Games, including, particularly, such risks created by actions, inactions, or negligence on the part of ACSM or its directors, officers, employees, agents, volunteers, successors, or assigns (collectively, the "Representatives"), including, but not limited to, risks created by the following: (a) my physical, emotional, and psychological limitations and/or discomfort; (b) the physical, emotional, and psychological limitations and/or discomfort of others; (c) the use and/or condition of premises on which various events related to the Games occur; (d) the lack or inadequacy of policies, rules, or regulations with respect to the Games; (e) the failure of ACSM or its Representatives to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (f) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; or (g) the lack or inadequacy of supervision by ACSM or its Representatives.

### *Assumption of Risks*

In consideration of Sponsors' agreement to allow the undersigned to participate in the Games, for which Sponsors have made available facilities, grounds, equipment, volunteers and personnel, I, the undersigned, do hereby agree to assume all risks, known and unknown, foreseeable and unforeseeable, in any way associated with my participation in the activities of the Games as above described and as otherwise related to my participation in the Games.

### ***Release and Waiver***

I, the undersigned, hereby waive, release and forever discharge ACSM and its Representatives and the Sponsors and all of the Sponsor's Representatives from any and all responsibilities or liability from injuries, loss, or damages, including attorneys' fees, resulting from participation in any of the events or in the use of equipment/facilities or machinery in the above-mentioned activities. The undersigned does also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage, including those caused by the negligent acts or omissions or other misconduct of any of those mentioned or others acting on their behalf or in any way arising out of or connected with participation in any activities of the Games or its Sponsors (a "Claim"). This release and waiver shall apply to ordinary acts of negligence but shall not apply to acts/omissions of gross negligence, willful or wanton acts/omissions or those of an intentional/criminal nature.

### ***Indemnification***

I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) ACSM, the Sponsors, and their respective Representatives from any Claim or expense, including reasonable attorneys' fees for the legal counsel of ACSM's or the Sponsors' choice (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with a Claim.

### ***Consent to Medical Treatment***

I authorize ACSM and its Representatives to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Games, and I shall bear the cost of any such medical treatment that is provided. This consent does not impose a duty upon ACSM or its Representatives to provide such assistance, transportation, or services.

### ***Applicable Law***

Because the Games are located in the State of North Carolina, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of North Carolina.

### ***Release of Publicity Materials***

I hereby give my consent to and release for the taking, processing and use of any photographs and/or video recordings of me during my attendance at these Games by persons or parties authorized by ACSM or the Sponsors, for the public or private media, professional or lay publications, art, advertising, trade purposes, or for any other lawful purpose whatsoever. I hereby give consent to and give ACSM and the Sponsors the right and permission to copyright, reproduce, publish or use all such photographs and/ or video recordings, or any reproduction thereof, and waive any right that I may have to inspect or approve any such photographs and/ or video recordings or the use of finished product to which such photographs and/ or video recordings may be applied. I also hereby release, waive and discharge ACSM, the Sponsors, and their respective Representatives and agree to hold them harmless from any and all claims and demands whatsoever for compensation or for processing or using any and all such photographs and/ or video recordings. I hereby consent to and agree that any and all such photographs and/ or videotapes become the property of the Sponsors or such persons or parties authorized by these organizations. I also hereby express that I have the right and authority to enter into, execute and grant this authorization and release.

### ***Binding Effect and Severability***

This agreement shall be binding upon me, my heirs, executors, administrators, successors and assigns, and shall inure to the benefit of ACSM, the Sponsors, and their respective Representatives. If any provision hereof should ever be judicially determined to be invalid, the remaining terms hereof shall continue to be valid and fully binding upon the parties hereto and all others described herein.

**Authorization**

I hereby express that I have had the choice, right and authority to enter into, execute and grant these authorizations, assumption of risks and release as I may determine. By signing this document, I hereby acknowledge that I have carefully read this document before signing; I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT; I understand this agreement and have decided to participate in the Games. If I have had any questions related thereto, these have been answered to my complete satisfaction. I hereby agree to all of the above which I acknowledge this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Participant's Phone Number

\_\_\_\_\_  
Participant's Street Address

\_\_\_\_\_  
Participant's Email Address

\_\_\_\_\_  
Participant's City, State, Zip Code

\_\_\_\_\_  
The Participant/Patient/Athlete has the following diagnoses (check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Coronary Artery Disease        | <input type="checkbox"/> Myocardial Infarction (MI)     |
| <input type="checkbox"/> Stable Angina Pectoris         | <input type="checkbox"/> Heart or Heart Lung Transplant |
| <input type="checkbox"/> Hyperlipidemia                 | <input type="checkbox"/> Diabetes                       |
| <input type="checkbox"/> PTCA with or w/o stent         | <input type="checkbox"/> CABG                           |
| <input type="checkbox"/> Valve Surgery (repair/replace) | <input type="checkbox"/> Heart Failure                  |
| <input type="checkbox"/> Obesity (BMI > 30)             | <input type="checkbox"/> Hypertension                   |
| <input type="checkbox"/> Peripheral Arterial Disease    | <input type="checkbox"/> Other (Describe) _____         |

**Medical Acknowledgment to Participate in the ACSM World Heart Games**

A medical team, led by a physician will provide medical supervision of the World Heart Games. It is in the best interest of the participant that he or she is able to safely exercise independently and within his or her prescribed heart rate range. It is important that the participant be able to recognize his or her symptoms or intolerance to exercise. The above person is requesting to participate in the World Heart Games. By signing this medical acknowledgement, it is understood that in your medical judgment, this person has no restrictive medical reason that would subject him or her to any undue risk and that the person can safely participate in these recreational activities.

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_