

Waiver to Participate in the Winter 2020-21 SOPA Fitness Heptathlon

All participants must read and agree to the waiver in order to participate. Participants that are under 18 years old or unable to consent on their own must have a parent or guardian agree to the waiver.

I agree to the following:

1. Ability to Participate. I am physically able to take part in Special Olympics activities.
2. Likeness Release. I give permission to Special Olympics, Inc., Special Olympics North America, Special Olympics Games Organizing Committees, and Special Olympics accredited Programs (collectively "Special Olympics") to use my likeness, photo, video, name, voice, words, and biographical information to promote Special Olympics and raise funds for Special Olympics.
3. Risk of Concussion and Other Injury. I know there is a risk of injury. I understand the risk of continuing to play sports with or after a concussion or other injury. I may have to get medical care if I have a suspected concussion or other injury. I also may have to wait 7 days or more and get permission from a doctor before I start playing sports again.
4. Health Programs. If I take part in a health program, I consent to health activities, screenings, and treatment. This should not replace regular health care. I can say no to treatment or anything else at any time.
5. Personal Information. I understand that Special Olympics will be collecting my personal information as part of my participation, such as my name, image, address, telephone number, health information, and other personally identifying and health related information I provide to Special Olympics ("personal information").
 - a. I agree and consent to Special Olympics:
 - i. Using my personal information in order to: make sure I am eligible and can participate safely; run trainings and events; share competition results (including on the Web and in news media); provide health treatment if I participate in a health program; analyze data for the purposes of improving programming and identifying and responding to the needs of Special Olympics participants; perform computer operations, quality assurance, testing, and other related activities; and provide event-related services.
 - ii. Using my contact information for communicating with me about Special Olympics.
 - iii. Sharing my personal information confidentially with (i) researchers such as universities and public health agencies that are studying intellectual disabilities and the impact of Special Olympics activities, (ii) medical professionals in an emergency, and (iii) government authorities for the purpose of assisting me with any visas required for international

travel to Special Olympics events and for any other purpose necessary to protect public safety, respond to government requests, and report information as required by law.

- b. I have the right to ask to see my personal information or to be informed about the personal information that is processed about me. I have the right to ask to correct and delete my personal information, and to restrict the processing of my personal information if it is inconsistent with this consent.
 - c. Privacy Policy. Personal information may be used and shared consistent with this form and as further explained in the Special Olympics privacy policy at www.SpecialOlympics.org/Privacy-Policy.
6. 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.
7. 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 from any and all liability from death, injuries or damages arising from, or in any way connected with, Special Olympics' fitness and performance programming services; Special Olympics' instruction, programming, advice or recommendations; the use of any exercises, routines, equipment or machinery, whether or not they were recommended by Special Olympics; 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, no matter where those injuries occur.

8. I acknowledge and understand that Special Olympics 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 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.
9. 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.
10. 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.
11. 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 your Special Olympics Program, irrespective of any choice-of-law principles. This agreement shall be deemed to have been agreed to and executed in the jurisdiction of your Special Olympics Program.

By signing on the line below, you acknowledge and agree to this form, including the items below:

- 12. I hereby give permission to Special Olympics 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 and for use in media for advertising, exposition displays, trade, and any other lawful purposes.
- 13. I have completed the participant data form, and will complete the athlete medical form should I elect to participate in Special Olympics in-person programming.
- 14. Special Olympics promotes inclusive environments. I acknowledge I will respect others online and I will not engage in cyberbullying of any form.
- 15. 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.

If participant or parent/guardian are completing the form:

I, _____ (participant name) accept the terms of the above waiver.

Participants Printed Name _____

_____ Signature - participant 18 and Over

_____ Signature - Parent/Guardian of participant 17 or under or unable to give consent for themselves

_____ Relationship to Athlete

Local Program use: Include information on where to send the form