

RELEASE AND WAIVER OF LIABILITY FORM

I, _____ (“Participant”), wish to participate in the Yoga Events at Deer Park Town Center sponsored by Equilibrium Personal Training Corp. on _____. Such program will take place at Deer Park Town Center (“Deer Park”) located in Deer Park, Illinois.

In consideration of such participation, Participant, being 18 years of age or older*, for Participant and Participant’s heirs and personal representatives, do hereby release, forever discharge and agree to indemnify and hold harmless DDR Deer Park Town Center LLC, SITE Centers Corp., 3300 Enterprise Parkway, Beachwood, OH 44122 and Poag Shopping Centers, LLC, 2650 Thousand Oaks Blvd, Suite 2200, Memphis, TN 38118, their affiliates and related parties, and their respective officers, directors, members, partners, shareholders, employees and agents (each an “Indemnitee” and if there is more than one, the “Indemnitees”), from any and all damages, expenses, liabilities, claims or demands for personal injury, sickness or death, as well as property damage and expenses, of any nature whatsoever (including, without limitation, attorneys’ fees and expenses), which may be incurred or suffered by the Participant and which occur during Participant’s participation in or attendance at the above-referenced program.

Furthermore, Participant hereby assumes the risk of personal injury, sickness, death, damage and expense as a result of Participant’s participation in any educational, recreational or other activities undertaken therein at any location at any time during said program.

The Participant further agrees to hold harmless and indemnify the Indemnitees and each of them for any damages, expenses, liabilities, claims or demands sustained by any of them as a result of or arising out of Participant’s negligent, willful or intentional acts or omissions, including any expenses incurred attendant thereto, at any location and at any time during the program.

*If Participant is less than 18 years of age, Participant’s parent or legal guardian must sign.
(A separate Release and Waiver of Liability Form must be executed by each participant in the program)

1. ACKNOWLEDGE, agree, and represent that I accept all risks associated with the Fitness In the Gazebo Event including but not limited, to falls, contact with other participants, weather conditions including possible high heat and humidity and other such risks being known to me.
2. FULLY UNDERSTAND that I am solely responsible for my health and safety.
3. CODE OF CONDUCT: I agree that while onsite at the Yoga Event I will not engage in any behavior that is illegal or obscene. I will not harass or mistreat other participants or sponsors. I understand that Deer Park Town Center has the right to refuse my participation and limit the future participation if I am deemed to be violating these terms.

I have read this agreement, fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and without any induction or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force. If I am under 18 years of age at the time of registration, my parent or legal guardian has completely reviewed this Waiver and Release, understands and consents to its terms, and authorizes my participation by his/her signature below.

Participants irrevocably grant, at no cost, to Deer Park Town Center the absolute right and permission to use their name, voice, image, likeness, in perpetuity, in all forms of media now and forever known, including video footage, for the sole purposes of advertising, promoting, reporting and disseminating information regarding the Event.

I agree that in signing this waiver, I acknowledge and represent that I have read and understand this release and agree to it voluntarily.

Signature of Participant or Participant’s
Parent or Legal Guardian

Printed Name of Participant or Participant’s
Parent or Legal Guardian

In case of emergency:

Emergency Contact Name

Emergency Contact Phone Number

Date Signed