

WAIVER OF LIABILITY

I, the undersigned, am voluntarily participating in a weight loss challenge (the "Activity") sponsored by Community Newspaper Holdings, Inc. and Kokomo Tribune d/b/a Kokomo Tribune (collectively "CNHI"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, for myself, my heirs, legal representatives and assigns:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activity, that the Activity will be unsupervised at some or all times, and that I am qualified, in good health and in proper physical condition to participate in the Activity;
2. ACKNOWLEDGE that I should consult with a qualified healthcare provider before engaging in the Activity and throughout the Activity;
3. FULLY UNDERSTAND that the Activity involves RISKS AND DANGERS of serious bodily injury, permanent disability, paralysis and even death (the "Risks");
4. FULLY ACCEPT and assume all such Risks and responsibility for losses, costs and damages I incur or cause as a result of my participation in the Activity;
5. AGREE and warrant that I will participate in the Activity in a fair and healthy manner;
6. HEREBY RELEASE, discharge and covenant not to sue CNHI and its shareholders, employees, officers, directors, agents, representatives, advertising and promotion agencies and prize suppliers, as well as other participants and, if applicable, the owners or lessors of the premises where the Activity takes place including but not limited to all weigh in centers (the "Releasees"), from any and all liability, claims, demands, losses or damages for personal injury or illness, property damage, or wrongful death regardless of the nature or cause of the damage or injury arising out of my participation in the Activity; and
7. AGREE to indemnify, defend and hold harmless each and all Releasees from any claim for personal injury, property damage, or wrongful death arising out of, in whole or in part, my participation in the Activity.
8. ACKNOWLEDGE that I have read and agree to abide by the Official Rules for the Activity.

I have read and understand this Waiver, prior to its execution, and I understand that I have given up substantial rights by signing it and have signed it freely without any inducement 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 Waiver is held to be invalid the balance of it shall continue in full force and effect. I acknowledge that I have not relied upon any other representations of CNHI and that I am fully advised of the potential dangers of my participation in the Activity.

PARTICIPANT

By: _____

Printed Name: _____

Date: _____

Address: _____

Email: _____

Phone Number: _____