## **WAIVER AND RELEASE OF LIABILITY**

In consideration for my participation in the California Times and NantWorks Wellness Initiatives (the "Activity"), I, the undersigned, hereby voluntary acknowledge and agree as follows:

- 1. I acknowledge that my decision to participate in the Activity is entirely voluntary and is not a requirement or an expectation of my employment. Likewise, I understand that I am under no obligation to participate in the Activity. I am participating solely because I desire to engage in the Activity on my own time.
- 2. I recognize that the Activity may require physical exertion, which may be strenuous and may cause physical or other injury, and I am responsible for educating myself on the risks and hazards involved. I understand that if I have any concerns, it is my responsibility to consult with a physician prior to participating in the Activity. By signing this I represent and warrant that I am physically fit and have no medical conditions that would prevent my participation in Activity.
- 3. I acknowledge that I will be participating in the Activity solely at my own risk, which I freely and knowingly assume. I accept all responsibility for any injuries, illness, death or damage of any kind sustained in the course of my participation in the Activity.
- 4. I, on behalf of myself and anyone claiming through me or on my behalf, hereby release, discharge and hold harmless (a) Los Angeles Times Communications LLC and its past, present, and future parents, divisions, subsidiaries, partnerships, other affiliates, and other related entities (whether or not they are wholly owned), including without limitation NantMedia Holdings, LLC, The San Diego Union-Tribune, LLC; NantWorks, LLC and (b) the past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, agents, representatives, members, associates, employees, attorneys and vendors such as Mind, Body, Vitality, LLC and Namaste Baby & Black Coffee Yoga ("the Released Parties"), and each of them from all liability, claims or loss from any cause whatsoever, including negligence, that may arise from or otherwise be related to my participation in the Activity.
- 5. If any term of this Agreement is unenforceable, or should any term be contrary to law or regulation, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term(s).
- 6. I have carefully read and fully understand all the provisions of this waiver and release. I accept and acknowledge that, by signing this document, I am freely and voluntarily assuming significant risks and giving up substantial rights. I also acknowledge that I have not relied upon any representation or statement, written or oral, not set forth herein, and have not been induced or coerced into signing. Registration for each and every separate Activity constitutes acceptance and reacknowledgement of the terms of this waiver.

Signature:	Date:	
Printed Name:	_	