**WAIVER AND RELEASE OF LIABILITY**

In Consideration of being permitted to participate in any way in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the “Activity”), sponsored by Barracuda Networks (“Barracuda”) I\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledge and agree to the following:

1. **Voluntary Participation.** The Activity involves physical exercise, sport, and recreational activities that may cause injury. I am fully aware that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My participation in the Activity is voluntary in all respects and I assume all risks of injury and illness that may result from such participation.
2. **Health Condition.** I certify that I am in good health and sufficient physical condition to participate in the Activity and have had the opportunity to consult a physician before participating in the Activity; that I am knowledgeable about the proper use of any equipment that I will use and the rules of the Activity that I will participate in; and that I will carefully read the operating instructions for any required equipment prior to use and will operate such equipment in strict accordance with instructions.
3. **Assumption of Risk, Waiver of Liability, Release and Covenant not to Sue.** In consideration for being permitted to participate in the Activity, I voluntarily agree for myself, my family, my heirs, executors and administrators to the following:
	1. **TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me, or any loss or damage to property owned by me, as a result of participation in the Activity.
	2. **TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** Barracuda, its trustees, officers, employees, agents, and staff (the “Released Parties”) from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might now have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Activity including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the negligence or carelessness of the Released Parties.
4. **Emergency Response.** In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.
5. **Standards of Conduct.** I acknowledge that I must at all times during the activity conduct myself according to Barracuda’s standards of conduct and with good sportsmanship so as not to reflect poorly on Barracuda or Barracuda’s image.

I have read and fully understand this Waiver and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I am 18 years of age or older. I understand that my signed waiver will be retained in my employee personnel file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

I have read this waiver carefully, fully understand its content, and voluntarily agree to its terms as stated above.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Information:

Emergency Contact Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Participant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_