



## WAIVER & INFORMATION FORM

### 327 Fitness

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

Email: \_\_\_\_\_

In an emergency, I would like 327 Fitness to call (Name & Phone#):

#### Health Questions

Do you:

Smoke? Y N Drink alcohol? Y N Take prescription meds? Y N

Are you exercising now? Y N How much per week? \_\_\_\_\_ Do you play sports? Y N

Do you have:

Back pain, Knee pain or Shoulder pain? Y N Previous Injuries or Surgeries? Y N

High blood pressure or Asthma? Y N Diabetes or a Heart condition? Y N

Any other health conditions not listed? Y N \_\_\_\_\_

#### Waiver and Release of Liability

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: Negligence of employees, volunteer assistants, independent contractors of 327 Fitness. Negligent misuse of the facility, climbing walls, or equipment of 327 Fitness; falling off or impacting against the climbing walls, impact surface, floors, or anything else; rope abrasion, entanglement or other activities occurring on the premises; cuts or abrasions resulting from any cause whatsoever; failure of the climbing walls or equipment, whether inside or outside; personal health problems, whether mental or physical; negligence of other climbers, visitors, or observers or persons who may be present in or around the climbing area or facility; and/or negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after any injury or damage may occur. I am aware that any of



these above mentioned risks may result in serious injury or death to myself and or my partners). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of 327 Fitness. **I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.**

**Release:** In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by 327 Fitness, I, the undersigned hereby release 327 Fitness, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with 327 Fitness to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

**Indemnifications:** The participant recognizes that there is risk involved in the types of activities offered by 327 Fitness. Therefore, the participant accepts financial responsibility for any injury that the participant may cause either him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless 327 Fitness, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by 327 Fitness, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by 327 Fitness. I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent and/or Guardian must sign below for minors:**

**Agreement and Release of Liability:** In consideration of having 327 Fitness allow my child, \_\_\_\_\_ who is under the age of 18 to participate in the activities and programs of 327 Fitness, including but not limited to 327 Fitness, Climbing a use of the climbing wall and any other equipment, I hereby for my child's heirs, executors, administrators, and or assigns, waive and release a and all rights and claims of any nature my child may have against 327 Fitness, its officers, employees, agents, chapters, assignees, licensees and cooperating entities, their representatives, heirs, executors, administrators, successors, and assigns for and against any and all injuries damages of any nature my child may suffer while taking part in any activities connected with 327 Fitness. This release and consent shall be binding upon my child's heirs, executors, administrators, and/or assigns.

**Signature of Parent and/or Guardian:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_