

## Participant Waiver Form

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY ("AGREEMENT")

In consideration of participating in fitness activities at 120Fitness LLC I represent that I understand the nature of these activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that if I believe and conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that fitness activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the same fitness activities, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in fitness activities.

I hereby release, discharge, and covenant not to sue 120Fitness LLC its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the fitness activity takes place (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by negligence of the "releasees" or otherwise, and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees. I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE OF WAIVER OF LAIBILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that that I have given up substantial rights by signing it and have signed it freely and without and inducement or assurance of any nature and intend it t 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 and effect.

\_\_\_\_\_ (Printed name of participant)      Date: \_\_\_\_\_

### PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

### PHOTO RELEASE

I am aware that individual and group publicity photos and videos are taken from time to time and in consideration for my or my child(ren)'s participation I hereby grant permission for my and my child's likeness to be use in 120Fitness publicity or advertising.

\_\_\_\_\_ (Printed name of Parent/or Legal Guardian)      Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent/or Legal Guardian)      \_\_\_\_\_  
(Signature of 120Fitness LLC Employee)