In consideration to being allowed to enter the premises, golf simulator, synthetic ice/pickle ball court, lobby, locker room, bathroom and/or participate in any event at Cutting Edge Training Center LLC (hereinafter “CETC” or the “Releasee”) the undersigned participant on his/her own behalf and/or any Guardian(s) acting on behalf of the participant identified below (hereinafter collectively referred to as the “Participant”), acknowledges, understands and agrees to the following conditions:

1. Participant represents that they are in good physical condition and able to use the equipment provided to them by CETC and to participate in the training and exercise programs made available by CETC. Participant further warrants that Participant has no disability, impairment or ailment which would be adversely affected by participation in a physical conditioning and training program or by use of CETC facilities and services.
2. Participant consents to such physical contact as is reasonable and appropriate for CETC training instructions. Participant mustusethe standard protective hockey, pickleball and golf equipment and gear when participating in all CETC activities. CETC does NOT warrant any hockey, pickle ball and golf equipment or gear.
3. Participant fully understands and agrees that participating in one or more of the training programs and conditioning programs, or using the facilities, services and equipment offered and maintained by CETC, that the Participant is doing so KNOWINGLY AND FREELY ASSUMES ALL RISKS, both known and unknown, including any risk arising from the negligence of CETC. While particular rules, equipment, and personal discipline may reduce the risk, the potential for serious injuries do exist. Many risks, whether intentional or accidental, from the activities engaged in at the CETC facility are significant, and may include the potential for serious injury, illness, permanent paralysis and death. In addition, participation in CETC activities may include the possible exposure to and illness from infectious diseases including, but not limited to, MRSA, influenza, and COVID-19.
4. Participant agree to strictly comply with all CETC rules and procedures regarding the protection against and prevention of infectious diseases as well as comply with any/all rules regarding public safety as established by the **Centers** for Disease Control and Prevention (CDC), The World Health Organization (WHO) or any other local, state and national health organization. In the event the Participant experiences any illness, injury, discomfort, impairment, or other health problem prior to or during a training/instruction session or Participant’s use of the CETC’s training facility, the Participant agrees to (i) immediately refrain from participating in any CETC activity, (ii) **immediately inform the instructor or CETC personnel of such health problem**, and (iii) consult the Participant’s physician and reconfirm the Participant’s physician’s consent to or approval of Participant’s continued participation in activities at or with CETC.
5. CETC assumes no responsibility for the loss of, or damage to, any personal property belonging to a Participant and/or their Guardian while on the premises of CETC.
6. Participant agrees to indemnify and hold harmless CETC from any and all liability on the part of CETC by either the Participant, Participant’s Guardian(s), or any Third Party as a result of the Participant’s use of CETC’s facilities and equipment and/or the instructions and training offered or provided by CETC at their facility. CETC shall not be liable for any/all claims and damages for personal injury sustained by any Participant in, on, or about the facilities of CETC. Participant does hereby release and discharge, CETC from any and all claims, demands, damages, and actions arising out of the use of or intended use of the facilities, services or equipment, including without limitation, any claim for personal injuries resulting from or arising out of the negligence of CETC, it’s owners, officers, officials, principles, affiliates, agents, coaches/trainers, sponsors, advertisers, staff or employees, owners and lessors of the premises or any other person at the CETC facility.
7. CETC represents that its personnel are trained in providing programs and instruction in the proper use of CETC’s training equipment. CETC further represents that its personnel (including its owners, officers, managers, staff, coaches/trainers and employees) have no expertise in diagnosing, examining or treating medical conditions and allergies of any kind or in determining the effects of any specific exercise on said medical condition.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNARILY WITHOUT ANY INDUCEMENT.**

Participant’s Name: Participant’s signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name: Emergency Contact #:

**FOR PARTICIPANTS OF MINORITY AGE (Under age 18 at time of registration)**

This is to certify that I, as parent/guardian, with legal responsibility for the Participant, have read and understand the provisions in this waiver/release and have explained the same to my child/ward including the risks associated with participating in any CETC activity. I further advised my child of their personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, I for myself, my spouse, and child/ward do consent and agree to my child’s participation in any/all CETC activity and do release and agree to indemnify and hold harmless CETC, for any and all liabilities arising from my minor child’s/ward’s presence and participation in CETC activities including any liability ARISING FROM CETC’s NEGLIGENCE, to the fullest extent provided by law.

Name of Parent/Guardian: \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ Date:

Signature of Parent/Guardian: