

***WAIVER AND RELEASE OF LIABILITY***

In consideration of the risk of injury while participating in Personal Training, Speed Training, Agility

Training, Strength Training, and Nutrition Counseling (the "Activity"), and as consideration for the right to

participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal

representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Phoenix Fitness & Training, located at 2200 S 7th St, Lincoln, Nebraska 68502, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM**

**PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS**

**ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS**

**ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR**

**PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR**

**PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND**

**DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN**

**OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE**

**ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR**

**UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO,**

**FROM AND DURING THIS ACTIVITY.**

I agree to indemnify and hold harmless Phoenix Fitness & Training against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Phoenix Fitness &Training incurs any of these types of expenses, I agree to reimburse Phoenix Fitness & Training.

I acknowledge that Phoenix Fitness & Training and their directors, officers, volunteers, representatives

and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Phoenix Fitness & Training.

**I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS**. The risks may include, but are not limited to, those caused by terrain,facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular trafficand actions of others, including but not limited to, participants, volunteers, spectators, coaches, eventofficials and event monitors, and/or producers of the event.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND**

**FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO**

**RELEASE AND DISCHARGE Phoenix Fitness & Training AND ALL OF ITS AFFILIATES,**

**MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS,**

**REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL**

**CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY**

**RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Phoenix Fitness & Training FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for negligence, this release is also for

negligence on the part of Phoenix Fitness & Training, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any

costs incurred as a result of such treatment. I am aware and understand that I should carry my own health

insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful

actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated

with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an

agreement between two parties of equal bargaining strength. Both the Participant,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Phoenix Fitness & Training agree that this Agreement is clear

and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the

terms of this Agreement, but that it will be interpreted based on the language in accordance with the

purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or

invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or

otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as

the clause severed does not affect the intent of the parties. If a court should find that any provision of this

agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and

enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented

:

**Emergency Contact** **Contact Relationship Contact Telephone**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing

this agreement. I certify that I have read this agreement, that I fully understand its content and that this

release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am

signing it of my own free will.

Participant's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant's Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be

signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named above, and

do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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