

Mooresville, NC  
Studio Located at  
Talbert Pointe  
179 Overhill Drive  
Mooresville, NC 28117  
704-664-BFIT(2348)



## ACROFITNESS FREERUNNING & PARKOUR WAIVER

---

NAME: \_\_\_\_\_

ACROfitness Freerunning (AFFR) offers one of the most realistic environments for children and young adults to try their hand at learning the ropes of freerunning and parkour. Freerunning and parkour activities that are inherently dangerous. Through proper training and safety measures these dangers can be substantially minimized and even avoided. Here at ACROfitness, we guarantee that our coaches keep safety in mind before any other aspect of training and we also teach kids to respect themselves and their surroundings so that they always practice safe and healthy training methods.

I, hereby agree to the following:

1. I recognize that the use of the ACROfitness Freerunning (“AFFR”) facility and all related equipment and/or property (collectively, the AFFR Facility) have known and unknown risks of injury, including but not limited to: physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties.
2. That I am participating in the classes, programs or workshops offered by AFFR during which I will receive information and instruction about various physical fitness programs, including but not limited to, the art of freerunning. I recognize that fitness programs require physical exertion that may be strenuous and may cause physical injury, and that I am fully aware of the risks and hazards involved.
3. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in AFFR classes, programs or workshops. I represent and warrant that I am physically fit and that I have no medical condition that would prevent my full participation in the exercise classes, programs or workshops. I further represent and warrant that I will not be under the influence of alcohol or any substance, which would impair my ability to undertake activities in the AFFR facility.
4. In consideration of being permitted to participate in classes, programs or workshops, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program.
5. In consideration of being permitted to participate in AFFR classes, programs or workshops, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program.
6. In consideration of Studio 202, INC dba ACROfitness to use the AFFR facility, I, my spouse, assignees, heirs, guardians and legal representatives hereby expressly assume all risks using the AFFR facility and voluntarily indemnify, release from liability, agree to defend and hold harmless Studio 202, INC dba ACROfitness and its subsidiaries and affiliates and any of their officers, directors, employees, agents, insurance carriers and representatives for any accident, injury, death, loss, theft damage to person or property, or other consequences suffered by me or my child arising or resulting directly or indirectly from my or my child’s use of the AFFR facility, including but not limited to, claims arising from or related to Studio 202, INC dba ACROfitness negligence and for products liability, including strict products liability, except that which is the result of gross negligence and/or wanton misconduct.
7. In the event that my child or I is injured, I agree to assume financial obligation, either through my health insurance, or through some other means, for any medical costs that my child or I incurs. Studio 202, INC dba ACROfitness assumes no responsibility for any medical expenses, injury or damages suffered by me or my child on connection with my or my child’s use of the AFFR facility.

8. I, my heirs and legal representatives, on my own behalf and/or on the behalf of my child, forever release waive, discharge and covenant not to sue Studio 202, INC dba ACROfitness its directors, owners, shareholders, officers, parents, affiliates, subsidiaries, coaches, employees, volunteers, sponsors, official and/or agents (collectively, the "Releasees") for any injury or death caused by their negligence or other acts while I or my child are on or about the AFFR facility or using equipment or participating in any program affiliated with Studio 202, INC dba ACROfitness, including but not limited to freerunning activities and training exercises, gymnastics, personal training, open gym hours and activities, and open gym use.
9. I agree as an adult participant, or as the parent/legal guardian of a minor participant, in consideration for being permitted to use the AFFR facility, grant Studio 202, INC dba ACROfitness, its parent, subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and/or record me or my child in connection with Studio 202, INC dba ACROfitness, and to use the photograph and/ or recording with or without name identification for all purposes, including advertising and promotional purposes, in any manner and in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect to approve the use of any photographs or recording, and acknowledge and agree that the rights granted in this release are without compensation of any kind. All photographs and/or recordings are exclusive to Studio 202, INC dba ACROfitness.
10. I promise to hold blameless the Releasees in the even that my child or I suffer bodily injury or harm, and 911 or any other law enforcement agency is summoned and provides aid to either my child or myself. I promise to waive to the greatest extent possible liability for emergency services provided for either my child or myself an for any resulting consequences while on the AFFR Facility or subsequently thereafter.
11. I expressly agree that this release is intended to be as broad and inclusive as the State of North Carolina will allow and that if any portion is held invalid, I agree that the balance shall, not withstanding, continue in full legal force and effect.
12. I hereby acknowledge that Studio 202, INC dba ACROfitness has rules and policies in place regarding safety, use of the AFFR facility, and conduct. I acknowledge that I have reviewed and that I understand all safety rules and other rules of use and participation of the AFFR facility. I hereby acknowledge that failure to follow these rules and policies may result in complete revocation of all privileges provided by Studio 202, INC dba ACROfitness without refund of any prepaid fees.

**I have read the above release and waiver of liability and fully understand its contents.  
I voluntarily agree to the terms and conditions stated above.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent's Name \_\_\_\_\_

Street \_\_\_\_\_ Town \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell # \_\_\_\_\_ Work# \_\_\_\_\_

Email \_\_\_\_\_ Additional EMERGENCY Contact \_\_\_\_\_ Phone # \_\_\_\_\_

Doctor \_\_\_\_\_ Phone # \_\_\_\_\_ Preferred Hospital \_\_\_\_\_

List any allergies, medical conditions and/or limitations, etc. \_\_\_\_\_

\_\_\_\_\_