



Date _____

AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of being allowed to participate OR authorizing my child or minor (*print name*) _____ to participate in the activities and programs of The Energy Lab and use its facilities, equipment and machinery, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge The Energy Lab and its directors, officers, agents, employees, representatives, successors and assigns, administrators, executors and all others from any and all responsibilities and liability from injuries or damages resulting from my participation in any activities or my use of facilities, equipment or machinery in the above mentioned activities. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the ordinary negligence of the program or any of its agents due to any such ordinary negligent act or omission of any participation in any activities of The Energy Lab or the use of any facilities/equipment or machinery at The Energy Lab. This also includes any negligence associated with the presence of or transmission of any bacteria, viruses or infectious diseases. I acknowledge and understand that this release is given in advance of any injury or damage to me and it includes injury or damage to me caused by the ordinary negligence of those released hereby but not from any claims related to gross negligence or willful/wanton/criminal/intentional conduct or acts of those who are otherwise released hereby. Further, I hereby grant full permission to any and all the above mentioned persons, natural or not, to use my name, voice and/or picture either on or offline: in any broadcast, telecast, advertising, promotion or other account of The Energy Lab and its activities for any purpose whatsoever.

IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL _____.

2. I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve the risk of injury and even death, and that my child is voluntarily participating in these activities and using facilities, equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL _____.

3. I do hereby further declare my child to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent his/her participation or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that my child has a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise and training equipment so that I might have his recommendations concerning these fitness activities and equipment use. I acknowledge that my child has either had a physical examination and has been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my child's participation and activities, and utilization of equipment and machinery in my activities.

IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL _____.

This agreement shall be binding upon the undersigned, his/her heirs, executors, administrators and assigns.

Child's Name

Date of Birth

Address

City/State/Zip

Parent's Name

Parent's Signature

Parent's Phone

Parent's E-Mail

Minor's Phone (If Applicable)

Minor's E-mail (If Applicable)

All reminders about future appointments and account questions will be through Parent's contact information unless specifically instructed otherwise.

PARENTAL CONSENT IF MULTIPLE CHILDREN

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, including negligent rescue operations, 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 Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Printed Name of Child

Date of Birth

Printed Name of Child

Date of Birth

Printed Name of Child

Date of Birth

