

WAIVER AND RELEASE OF LIABILITY



NAME OF ACTIVITY: FITNESS CLASS

PARTICIPANT'S START DATE OF ACTIVITY: _____

Name _____ DOB _____

Address: _____

Cell Phone: _____

Email Address: _____

By signing this Waiver, I assume all risk of myself or my child participating in the above activity (hereinafter "activity"). Without signing this form, neither myself nor my child will be able to participate in the activity. I acknowledge that the above activity may pose some risk of personal injury and that I undertake and assume this risk for myself and my child.

I agree to assume all risks and expenses due to any injury that may occur as a result of myself or my child's involvement in this activity.

I agree to hold FULLforLife LLC and/or Kalie Schwamb or anyone acting on its behalf harmless in the event of an injury to myself or my child while participating under the supervision of FULLforLife LLC and/or Kalie Schwamb.

On behalf of myself and my child, I further waive and release the promoters of the activity, any insuring entity of the above, and their directors, board members, officers, employees, volunteers, agents, representatives, or assigns, as well as the activity sponsors, from any and all liability, including, but not limited to, liability arising from negligence or fault of the entities or persons for any injury or disability which may occur as a result of my or my child's participation in the above activity. I am assuming all risks on behalf of myself and my child that may arise from negligence or carelessness on the part of any of the persons or entities being released, as well as from defective equipment, real property or personal property that is owned, maintained or controlled by the above persons.

LEGAL DISCLAIMER: All information provided by FULLforLife, LLC, and/or Kalie Schwamb is furnished strictly for education purposes only. No information is to be taken as health or medical advice pertaining to an individual's medical condition. And as with all exercise programs, instruction and or guides, you need to please use common sense. To reduce and avoid injury you should consult your physician before beginning any fitness program.

You agree that by performing any fitness exercises you and your child are performing them at your own risk. FULLforLife LLC, Kalie Schwamb, and it's officers or our subsidiaries and partners will not be responsible or liable for any injury or harm you or your child may sustain as a result of our fitness program, fitness videos, or information shared. This includes emails, videos, instruction and or coaching.

I ACKNOWLEDGE THAT MYSELF OR MY CHILD'S PARTICIPATION AS A PARTICIPANT IN THE ABOVE ACTIVITY WILL REQUIRE ME OR MY CHILD TO PERFORM PHYSICAL EXERCISE OR OTHER PHYSICAL ACTIVITIES THAT HAVE THE POTENTIAL FOR BODILY INJURY, DEATH, OR PROPERTY LOSS. WITH AN UNDERSTANDING OF THESE ACTIVITIES, ME AND MY CHILD HEREBY ASSUME ALL THE RISKS RELATED TO PARTICIPATION AS A PARTICIPANT.

I CERTIFY THAT MY CHILD AND MYSELF ARE PHYSICALLY FIT AND SUFFICIENTLY PREPARED FOR PARTICIPATION IN THE ACTIVITY AND THAT THERE ARE NO HEALTH RELATED REASONS OR PROBLEMS WHICH WOULD PRECLUDE THE PARTICIPATION OF MYSELF OR MY CHILD IN THE ACTIVITY. I AM NOT AWARE OF ANY INJURY, ILLNESS OR OTHER HEALTH RELATED ISSUES THAT WOULD RESTRICT OR LIMIT MY CHILD OR MYSELF TO PARTICIPATE IN THIS ACTIVITY. I HAVE NOT BEEN ADVISED OF ANY REASON WHICH WOULD LIMIT MY CHILD OR MYSELF IN PARTICIPATING IN THE ACTIVITY.

I consent to receive any medical treatment deemed advisable for an injury to myself or my child during the activity and that any medical or other insurance for myself and/or my child will be insurance of first resort including accidental death and dismemberment insurance and accident medical insurance.

I shall defend, hold harmless, and indemnify the parties from and against all losses, claims, damages, costs or expenses (including reasonable legal fees, or similar costs) in connection with any action or claim brought or made (or threatened to be brought or made), for, or on account of any injuries or damages, received or sustained by myself and/or my child arising during the course of the activity.

This Agreement constitutes the sole and only agreement between the parties concerning my child's and my release and indemnification as a condition for participating in this activity. Any prior agreements, whether oral or in writing, shall be void and of no further effect. This Agreement may not be modified.

I understand that I and/or my child may be photographed while participating in the activity. I agree to allow my and my child's photo, video, or film likeness to be used for any legitimate purpose by the activity holders, sponsors, producers, and their assigns.

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns:

- a) I WAIVE, RELEASE AND DISCHARGE from any and all claims or liabilities for death or personal injury or damages of any kind, which arise out of or relate to my participation in the activity above, THE FOLLOWING PERSONS OR ENTITIES: FULLforLife, LLC, KALIE SCHWAMB, TROUT CREEK CDD, Official Sponsors, Volunteers and officers, directors, employees, and representatives and agents of any of the above;
- b) I AGREE NOT TO SUE any of the persons mentioned above for any of the claims or liabilities that I have waived, released or discharged herein; and
- c) I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions.

I certify that:

1. I have read the Waiver and Release of Liability described above, I fully understand its contents, and that I have given up substantial rights.
2. I agree and understand that the Waiver and Release of Liability are legally binding from the date of signing until I am no longer participating in the activity.
3. I agree and consent to abide to the Waiver and Release of Liability as described above.
4. I am aware that this is a release and indemnification of liability for myself and my child, and I sign it of my own free will.
5. I (or my legal parent or guardian) am at least 18 years old.

_____ Dated _____
Participant's Name (Print)

Signature

----- FOR PARTICIPANTS UNDER 18 -----

The undersigned parent and natural guardian or legal guardian of participant
(_____)

executes the foregoing Waiver and Release for and on behalf of the minor named herein.

I represent that I have the legal capacity and authority to act for and on behalf of the minor names herein. I hereby bind myself, the minor and all other assigns to the terms of the waiver and release. I agree to indemnify and hold harmless the persons or entities named in the Waiver and Release for any claims or liabilities assessed against them, as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Waiver and Release.

Parent/Guardian Signature _____ Date Signed _____

Printed Name _____