

Health & Fitness in the Heights (Release and Waiver of Liability Agreement)

In consideration of being permitted to participate in any way in the Health & Fitness in the Heights Boot Camp I, for myself or personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if further participation in the activity. I understand that I can make up to three missed Boot camp sessions and any other missed sessions will be lost without a refund of any monies. I also understand that if I refuse to participate in or lead other class participants in quitting or my behavior is detrimental to the class success that I can be kicked out of the boot camp without warning and without refund at the sole discretion of the head trainer.
2. I fully understand that: (a) such activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death("risks"); (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Boot Camp, the condition in which the Boot Camp takes place, or the negligence of the "releasees" named below; (c)there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the Boot Camp. I understand my photo may be used in a promotional ad and consent to any pictures that may be taken during the boot camp(s).
3. I hereby release, discharge, and covenant not to sue Health & Fitness in the Heights, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and owner and lessors of premises on which the Boot Camp takes place, (each considered on of the "releasees" herein)from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

This agreement will remain in full force and effect at all times
Please Write Legibly!

Printed Name of Participant _____

Address _____ City _____ State _____ Zip _____

Phone _____

Email _____

Participant's Signature (Only if 18 yrs or Older) _____

Date _____