



Member Activities Participation Waiver

Parent/Guardian _____

Participant First Name _____ Last _____ Birth Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Email Address _____

Emergency Contact _____ Telephone _____

I, the undersigned, ("Participant"), in consideration for The WORKOUT CLUB, ("WC") allowing my participation in any WORKOUT CLUB activity, group event or birthday party (the "Programs"), agree to the following:

Waiver of Liability

Participant understands that although the facilities, equipment and services of the WC and the Programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and participation in the Programs may result in injury. Therefore, Participant agrees to specifically assume all risk of injury for Participant while Participant is using any of the Workout Clubs facilities, equipment, and services or participating in the Programs and hereby waives any and all claims or actions that may arise against The Workout Club or its owners, employees, contractors, volunteers as a result of such injury. These risks include, but are not limited to: (1) Injuries arising from Participant's use of any equipment in connection with the Programs, whether occurring inside or outside of the Workout Club, (2) injuries arising from Participant's transportation to and from a site that is in a part of the Programs, (3) injuries or medical disorders arising from Participant's participation in the Programs, whether occurring within or outside of the Workout Club, and (4) Actions taken or decisions made by the Workout Club, its staff members, volunteers or chaperones regarding medical or survival procedures for Participant.

Assumption of Risk

Participation in the Programs naturally may involve the risk of injury, whether Participant or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts the risk on behalf of Participant and agrees that the Workout Club will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to Participant resulting from the negligence or other acts of the Workout Club, or anyone else using their facilities or participating in Programs. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves Participant, the undersigned agrees to (1) defend the Workout Club against such claims and pay the Workout Club for all expenses relating to the claim, and (2) indemnify the Workout Club for all obligations resulting from such claims.

I have read the Waiver of Liability and Assumption of risk thoroughly and understand the terms. My participation in the Programs and my execution of the Waiver of Liability and Assumption of Risk are both purely voluntary and I elect to do so.

Signature of Participant

Date

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING: I, the undersigned parent or legal guardian of the Participant hereby execute the foregoing Waiver of Liability and Assumption of Risk for and on behalf of participant and agree to bind myself, Participant and any heirs, next of kin, assigns or personal representatives to the terms of the Waiver of Liability and Assumption of Risk. I represent that I have full legal authority to act for and on behalf of Participant, and I agree to indemnify and hold harmless the Workout Club for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute the foregoing the Waiver of Liability and Assumption of Risk.

Signature of Parent/Legal Guardian

Printed Name of Parent/Legal Guardian

Date

Photography/Videography Consent

At various times throughout the year the workout Club takes photos of the children and adults in our programs for social media and promotional purposes. Your signature below indicates that you grant The Workout Club permission to use your child's image, for such purposes. You also agree to hold The Workout Club harmless from any and all claim/demands (including but not limited to, all claims for libel, defamation, costs and attorney fees) arising out of or in connection with the use of such photographs. Permission is given in perpetuity and without expectation for compensation. The Workout Club agrees to never sell said media to any outside source and to only use said media in the pursuit of legal business practices.

NAME OF CHILD _____

DATE _____

NAME OF LEGAL GUARDIAN _____

SIGNATURE _____