



Waiver, Release and Indemnity Agreement

Name	
Address	
Phone (Cell/Home)	
E-Mail Address	
Date of Birth	
Emergency Contact & Phone Number	

1. I, the undersigned, have voluntarily chosen to participate in training activities provided by Elevation Fitness. I understand there are inherent risks in all aspects of physical training and acknowledge that I have been informed of the possible strenuous nature of the training and the potential for undesirable physiological results including but not limited to, abnormal blood pressure, muscle soreness, fainting, heart attack and/or death. I also acknowledge that I have been specifically warned about the medical condition "Rhabdomyolysis" and accordingly I have been advised to limit my effort in order to minimize the risk associated with this condition. I understand that the level of my participation in the exercise program and which exercises to perform must be determined by me, in consultation with my physician, and that Elevation Fitness and the instructor are not responsible for the intensity of my participation.

2. I understand that participation in any exercise program, while pregnant or immediately following a pregnancy, may increase the risk of injury to myself and, if applicable, to my unborn child. I represent to Elevation Fitness that I have consulted with my physician regarding my participation. My physician has informed me of the risks that I may encounter and has given me permission to participate training activities provided by Elevation Fitness.

3. I understand that the training may involve weightlifting, gymnastics movements, strenuous bodyweight exercises and other high exertion activities, and that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training session. I understand that should I feel lightheaded, faint, dizzy, nauseated or experience pain or discomfort, I am to stop the activity and inform my trainer.

4. I give Elevation Fitness and the staff of the facility I train in permission to seek emergency medical services for me should I become injured or ill with the understanding that I am responsible for any expense incurred. I understand that the instructor is not a physician, nurse, or emergency medical technician, and that the instructor and Elevation Fitness, by making the training activities provided by Elevation Fitness available, are not undertaking any responsibility regarding my medical condition(s). If my medical condition should change (e.g. pain, bleeding, discharge or cramps), I will discontinue the exercise program and will immediately consult with my physician about continuing or resuming participation in this or any training activities provided by Elevation Fitness.

5. I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in training activities provided by Elevation Fitness. I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent prior to beginning training activities provided by Elevation Fitness, I hereby agree that I am doing so solely at my own risk.

6. I hereby personally assume any and all risks associated with participating in training activities provided by Elevation Fitness.

7. I hereby release, indemnify and hold harmless any and all claims, demands, personal injuries, costs, or expense, (including attorney's fees) that I have or may have in the future against Elevation Fitness and its directors, officers, employees, agents, volunteers, instructors and independent contractors. I agree to release Elevation Fitness from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the program, activities and services provided by Elevation Fitness due to any cause whatsoever including negligence, breach of contract or breach of any statutory of other duty of care. I agree to hold harmless and indemnify Elevation Fitness from any and all damage to the property of, or personal injury to, any third party, resulting from my participation in any program, activity or service provided by Elevation Fitness.

8. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with Elevation Fitness to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

9. Use of picture(s)/film/likenesses: I agree to allow Elevation Fitness to use picture(s), film and/or likeness of me for advertising purposes. In any event I choose not to allow the use of the same for said purposes, I agree that I must inform Elevation Fitness of this in writing.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS "WAIVER, RELEASE AND INDEMNITY AGREEMENT" I AM WAIVING CERTAIN LEGAL RIGHTS (INCLUDING THE RIGHT TO SUE) WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTOR, ADMINISTERS AND ASSIGNS MAY HAVE AGAINST ELEVATION FITNESS. ANY QUESTIONS I HAD WERE ANSWERED TO MY FULL SATISFACTION.

Signature of Participant: _____ **Date:** ____/____/____

CONSENT FOR PERSONS UNDER 18 YEARS

I, _____ being the parent/guardian of the above named Applicant have read the whole of this document and consent to him/her participating in the Activity. In doing so I acknowledge that physical fitness training can be dangerous, and that neither Elevation Fitness or its employees, agents, instructors or independent contractors shall be under any liability whatsoever for any death or bodily injury, loss or damage which may be sustained or incurred by the above named candidate or by me, however such death or bodily injury, loss or damage is caused by negligence or otherwise.

Signature of Parent/Guardian: _____ **Date:** ____/____/____