

## **GF STRENGTH AND CONDITIONING**

Child's Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent's Email: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

I, the undersigned, acknowledge the inherent risks involved when using any type of fitness equipment at GFSC, and in all other sports and training sessions relating therein. Accordingly, in exchange for being allowed to participate in any sporting activities and/or activities at GFSC, I agree to the following:

1. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, which may include permanent disability and even death. I understand that severe social and economic losses may result not only from my actions, but also from the action, inaction, or negligence of others, the rules of play, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury, including death, which may occur in connection with my participation in activities at GFSC.
2. I agree that prior to participating in any activity at GFSC, I will inspect the functional training room area and all equipment to be used, and if, through my inspection, I determine that anything related to that activity is unsafe, I will immediately advise the coach, front desk staff or another official of GFSC of this unsafe condition and will not participate until this condition is corrected.
3. I agree to assume all the foregoing risks and accept full responsibility for my own damages following such injury, permanent disability, or death.
4. I release, waive, discharge, and agree not to sue GFSC, its parent company and any subsidiaries and all its respective agents, affiliates, associates, officers, directors, owners and employees (collectively "Releases") from demands, losses, or damages on account of any bodily injury, death or property damage caused or alleged to be caused in whole or in part by Releases or any other party's actions, inactions, or otherwise. I also agree to indemnify Releases from any and all third party claims caused in whole or in part by my actions.
5. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as GFSC may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
6. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the state of California. Any provision or portion of this Waiver, Release, and Indemnity Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.

I have read the above Waiver, Release, and Indemnity Agreement and understand that by signing below, I have given up substantial rights.

### **PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT**

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 Releases for 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 Releases 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 claims against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Releases may incur as the result of any such claim.

Parent/Guardian Name Printed: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_