

CARDIOKICKS4U RELEASE AND PARENT/GUARDIAN WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS

ASSUMPTION OF RISK:

I agree that I and/or my child/ward am voluntarily participating in the group fitness activities offered by CardioKicks4U, LLC, including, but not limited to the use of the equipment, facilities and the premises. I and/or my child/ward am in good physical condition for the activities in which I and/or my child/ward will be participating and certify that I and/or my child/ward do not have any medical condition that may preclude me from safely participating. I am assuming on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur. Further, I have explained these risks to my child/ward.

I and/or child have been provided guidelines, information, and forms of the dangers of concussions and head injuries and the risks of continued participation in athletic activity after a concussion.

RELEASE OF LIABILITY:

I and/or child/ward recognize that the activities may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. It is my voluntary and informed decision to release any future lawsuits or claims that they may have against the Releasees. Therefore, I agree on behalf of myself and my child/ward and our personal representative, successors, heirs, and assigns, to hold CardioKicks4U, LLC., and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the facility (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of me and my child/ward's participation at CardioKicks4U, LLC.

I expressly release and forever discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered at CardioKicks4U, LLC. This includes, without limitation, use of fitness accessories, receiving instruction, strenuous bodily movement, and any other activities at CardioKicks4U, LLC. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any Releasees or from any other cause. This Waiver and Release of Liability includes, without limitation, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone, (b) use of any equipment that malfunctions or breaks, (c) improper maintenance of the facility, grounds, or any equipment, (d) instruction or supervision, or (e) slipping, tripping and /or falling while in the facility or on the surrounding premises.

I further grant CardioKicks4U, LLC the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST CARDIOKICKS4U, LLC. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY'S FEES AND DEFENSE COSTS INCURRED BY CARDIOKICKS4U, LLC IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM.

I have read the above, considered its effects, understand its content, and agree, on behalf of myself and my child/ward, to the terms as stated above. This agreement specifically contains an indemnity agreement whereby I agree to reimburse the Releasees against any damages (including attorney's fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, or any other party, related in any way to me or my child's/ward's participation at CardioKicks4U, LLC.

Print Participant's Name

Print Guardian's name if Minor

Participant's or Guardian's Signature

Date

Home Address

City

Zip Code

Email

Phone

Referred By: _____