

# KAVOD WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

Kavod

Waiver & Health Info

791 Ulco Drive Suite C, Franklin, NC 28734

## Photography/Video Release

Participants involved in any activities offered by Kavod of WNC, LLC may be photographed or videotaped during training. The undersigned hereby consents to the use of these

photographs and/or videos without compensation, on the Kavod of WNC, LLC website or in any editorial, promotional or advertising material produced and/or published by Kavod of WNC, LLC.

**Initial here:** 

## Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to:

falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to

improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any

activity or class while at, or under direction of Kavod of WNC, LLC.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

**Initial here:** 

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by

Kavod of WNC, LLC, I, the undersigned hereby release Kavod of WNC, LLC, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions

or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or

omissions of the above mentioned parties. 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 Kavod of WNC, LLC to administer first aid deemed necessary, and

in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the

well being of the child.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by Kavod of WNC, LLC. Therefore the participant accepts financial

responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or

anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to

indemnify and hold harmless Kavod, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and

damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Kavod of WNC, LLC, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Kavod of WNC, LLC.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

**Initial here:**

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Kavod of WNC, LLC has put in place preventative measures to reduce the spread of COVID-19; however, cannot guarantee that you, or anyone attending with you, will not become infected with COVID-19. Further, attending the gym could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, and anyone attending with me, may be exposed to or infected by COVID-19 by attending Kavod and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Kavod may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Kavod employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, and anyone attending with me, (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, and anyone attending with me, may experience or incur in connection with attendance at Kavod, or participation in Kavod programming ("Claims"). On my behalf, and on behalf of anyone attending with me, I hereby release, covenant not to sue, discharge, and hold harmless Kavod, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Kavod, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Kavod program.

**Initial here:**

I agree to these terms.

**Any aches, pains or previous injury? \***

Yes  No

**If so, explain...**

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**High blood pressure, asthma, diabetes, heart condition or any other health conditions? \***

Yes  No

**If so, explain...**

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**Sign your name below:**

Please read the [Electronic Records and Signature Disclosure](#)  
 I agree to use electronic records and signatures