## ATHLETE WAIVER

| Full Name                                     | Email Address |                 | Gender  |
|---|---------------|-----------------|---------|
| Street Address                                | City          | Province/Region | Zipcode |
| Country                                       | Date of Birth |                 |         |
|   |               |                 |         |
| Waiver and Release of Liability               |               |                 |         |
| Infernal Performance and Fitness, LLC.        |               |                 |         |
| 905 S Bogle Ave                               |               |                 |         |
| Chandler, AZ 85225                            |               |                 |         |
| Express assumption of risk: I,  Initial here: |               |                 |         |

, 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. 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 Infernal Performance and Fitness LLC.. I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others.

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 available at Infernal Performance and Fitness, LLC., I, the undersigned hereby release Infernal Performance and Fitness, 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 Infernal Performance and Fitness, LLC., their principals, agents, employees, and volunteers. 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 Infernal Performance and Fitness, 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 Infernal Performance and Fitness, 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 Infernal Performance and Fitness, LLC., 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 Infernal Performance and Fitness, 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.

**PARENTAL CONSENT,** (for participants under the age of 18) I, the undersigned parent or legal guardian of the child shown above, have read the above and understood the foregoing assumption of risk, and release of liability and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

| ☐ I agree to these terms. |  |  |
|---------------------------|--|--|
|                           |  |  |

## Sign your name below:

Please read the <u>Electronic Records and Signature</u> <u>Disclosure</u>

☐I agree to use electronic records and signatures