

## ATHLETE WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

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### **Waiver, Release of Liability, Indemnification, and Consent:**

I, and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), in consideration of being permitted to participate in programs, classes, physical training, and other activities at Unbreakable Athletics Academy (collectively, the "Activities"), agree to be bound as follows:

#### **Voluntary Participation:**

I acknowledge, agree, and represent that I understand the nature of the Activities, that my participation in the Activities is voluntary, and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that the answers that I have provided to the Physical Activity Readiness Questionnaire above are true and accurate, and that if at any time I believe my participation in the Activities would be unsafe, I will immediately discontinue further participation in the Activities.

#### **Identification and Assumption of Risks:**

I am aware and understand that my participation in the Activities may involve risk of injury and that physical training of any kind poses significant risks. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver, Release of Liability, Indemnification, and Consent is intended to address all of the risks of any kind arising out of or relating to my participation in the Activities, including, such risks created by actions, inactions, carelessness, or negligence on the part of Unbreakable Athletics Academy and its owners, officers, employees, agents, and contractors (collectively, the "Releasees"). I understand that the Activities are of a nature and kind that are extremely strenuous and may push me to the limits of my physical abilities. My body, including my heart, lungs, and vascular system, may react to the Activities in a way that may be unpredictable. I understand that there is a risk that certain abnormal changes may occur during or following the Activities, which may include abnormalities of blood pressure or heart rate; chest, arm or leg discomfort; transient light-headedness or fainting; and, in rare instances, heart attack, stroke, or even death. I also understand that excessive exertion in the Activities can result in exertional rhabdomyolysis. I understand that I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following particularly intense participation in the Activities. While these types of conditions are relatively rare, I understand they can occur due to a number of factors, including but not limited to genetic predisposition or dehydration, that are beyond the control of Unbreakable Athletics Academy and the Releasees. I understand that the risks associated with the Activities may include, but are not limited to, serious injuries or death that could result from the negligence of Unbreakable Athletics Academy and the Releasees or other people engaged in the Activities, or my own negligence. I acknowledge and agree that, by signing this Waiver, Release of Liability, Indemnification, and Consent, I am agreeing to assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Activities. I understand that questions about exercise procedure and recommendations are encouraged and welcome.

#### **Waiver and Release:**

I release Unbreakable Athletics Academy and the Releasees from any and all liability, and waive any and all claims for liability, injury, loss, damage, or expense, including attorneys' fees, against Unbreakable Athletics Academy and the Releasees, in any way arising out of or relating to my participation in the Activities, including but not limited to such claims that are based, in whole or in part, on the negligence or other misconduct of Unbreakable Athletics Academy or the Releasees (collectively, the "Claims").

#### **Photo/Video Release:**

I hereby grant Unbreakable Athletics Academy permission to use my photograph/video image in any and all publications for Unbreakable Athletics Academy, including web site entries, without payment or any other consideration in perpetuity. I hereby authorize Unbreakable Athletics Academy to record, edit, alter, copy, exhibit, publish, or distribute (collectively, "Use") all such photos and video images. I waive the right to inspect or approve the finished product, including written or electronic copies, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising out of or relating to the use of the photograph or video images. I hereby release and forever discharge Unbreakable Athletics Academy and the Releasees from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate, may otherwise have by reason of such Use.

#### **Medical Treatment:**

I authorize Unbreakable Athletics Academy and the Releasees to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage arising out of or related to any participation in the Activities. This Waiver, Release of Liability, Indemnification, and Consent does not impose a duty upon Unbreakable Athletics Academy or any of the Releasees to provide such assistance, transportation, or services.

#### **Indemnification:**

I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) Unbreakable Athletics Academy and the Releasees from any Claim, or any expense, including attorneys' fees, arising out of or relating to any Claim. This indemnification obligation includes, but is not limited to, the costs of defending any Claim that I might make, or that might be made on my behalf, that is released or waived pursuant to this Waiver, Release of Liability, Indemnification, and Consent, and includes Claims that arise out of or relate to the actual or alleged negligence of Unbreakable Athletics Academy or the Releasees. Further, should Unbreakable Athletics Academy or any of the Releasees incur costs or expenses, including attorneys' fees, in enforcing this Waiver, Release of Liability, Indemnification, and Consent, I agree to reimburse Unbreakable Athletics Academy or the Releasees, as applicable, for such costs and fees, including attorneys' fees. I also agree to indemnify and hold harmless Unbreakable Athletics Academy and the Releasees from any costs, liability, damages, or other injury arising out of or relating to my own acts or omissions, including my negligent or intentional misconduct, that might occur in relation to my participation in the Activities.

**This is a waiver, release of liability, indemnification, and consent. I have read this waiver, release of liability, indemnification, and consent. I understand that I have given up substantial rights by signing it. I am signing this waiver, release of liability, indemnification, and consent voluntarily.**

I agree to these terms.

**Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? YES / NO \***

Yes  No

**Do you feel pain in your chest when you do physical activity? \***

Yes  No

**Do you have a bone or joint problem (for example, neck, shoulder, back, knee or hip) that could be made worse by a change in your physical activity? \***

Yes  No

**Do you know of any other reason why you should not do physical activity? \***

Yes  No

**Sign your name below:**

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Please read the [Electronic Records and Signature Disclosure](#)

I agree to use electronic records and signatures