

Living Active Fitness Consulting

"Inspiring Personal Health & Wellness"



Terrina N. Mason

BCRPA Certified Personal Trainer

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www.livingactivefitness.com

PARTICIPANT AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK (Minor, under 18)

I am aware that in addition to the usual dangers and risks inherent in the sport(s) of Gymnastics, Running, Dance, Tumbling, and other Living Active Fitness FitPlay Program activities, certain additional dangers and risks are present when using rental facilities (indoor & outdoor included) and fitness equipment, but not limited to, the danger and risk of falling, jumping, landing, height and motion. By signing this waiver, I freely accept and fully assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting there from.

In consideration of utilizing the services of Terrina Mason and Living Active Fitness Consulting and for other good and valuable consideration, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** for personal injury including death, illness, and/or property damage that my child may have against Terrina Mason and Living Active Fitness Consulting, their principals, directors, sponsors, affiliates, employees, representatives and any volunteers in any way associated with Terrina Mason and Living Active Fitness Consulting, all of whom are herein after collectively referred to as "the Released".
- 2. TO RELEASE AND HOLD HARMLESS THE RELEASED FROM ANY AND ALL LIABILITY** for any loss, damage, injury, death, medical or other expense that my child may suffer or that any other party may suffer as a result of my and/or the minor participant's use of Facilities and Equipment or in my child's participation in the sport(s) of (but not limited to) Gymnastics, Running, Dance, Tumbling, and other Living Active Fitness FitPlay Program activities.
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASED** from any and all liability for any property damage or personal injury to any third party, resulting from my use of rental facilities (indoor & outdoor included) and fitness equipment used by Terrina Mason and Living Active Fitness Consulting or by my child's participation in the sport(s) of (but not limited to) Gymnastics, Running, Dance, Tumbling, and other Living Active Fitness FitPlay Program activities.
- 4. ACKNOWLEDGE AND FULLY UNDERSTAND** that I and/or the minor participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result only from my own actions, in-actions or negligence of others, the rules of play, the condition of the premises or any equipment used. Further, I acknowledge and fully understand that there may be other risks not known to me or not reasonably foreseeable at this time.
- 5. THIS RELEASE OF LIABILITY SHALL BE EFFECTIVE AND BINDING** upon my heirs, next of kin, executors, administrators, successors, and assigns in the event of my child's personal injury including death, illness, and/or property damage.
- 6. I ADDITIONALLY AGREE** that my child shall follow correct safety procedures, rules and regulations when using fitness equipment or participating in any or all Living Active Fitness FitPlay Program activities.
- 7. I HEREBY CERTIFY THAT** my child is covered by his/her own Medical Coverage and/or Insurance, and that I have read and understand this Release of Liability prior to signing it, and I am aware that by signing this Release of Liability I am waiving certain legal rights which I, my child, or our heirs, next of kin, executors, administrators, successors, and assigns may have against the Released.

Terrina Mason and Living Active Fitness Consulting shall have the right to impose any additional conditions which, in the opinion of the Releases, will further the intent and legal rights and waivers provided herein. I acknowledge that in executing this Waiver, I am not relying on any inducements, promises, or representations made by the Released. **I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND HAVE SIGNED THIS RELEASE VOLUNTARILY**

PARTICIPANT'S NAME (print)

Home Phone

Cell Phone

This is to certify that I, as the parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of the Released and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Released from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED**. I am acting on behalf of the minor participant's other parent in signing this contract and I have authority to bind such other parent to the terms and conditions of this contract on his or her behalf.

Parent/Legal Guardian Signature

Print Name Here

Date