

Flow Motion FITT Boot Camp

Tuesday, July 4<sup>th</sup>

July 4<sup>th</sup> Family-fun Fitness

## RELEASE & WAIVER OF LIABILITY & INDEMNITY

**IN CONSIDERATION** of being permitted to enter for any purpose any EXERCISE AREA (herein defined as including but not limited to the surrounding walkways of the waterway, locker or changing areas, showers, equipment storage areas, in any water areas, on or surrounding inflatable fitness mats, stairways, slides, diving boards, docks/decks, and all walkways, concessions and other areas appurtenant to any area where any activity related to the session shall take place), or being permitted to exercise, instruct, compete, officiate, observe, work for, or for any purpose participate in any way in the session, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such areas, and will continuously thereafter, inspect such areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such exercise area or areas and his/her participation, if any, in the session constitutes an acknowledgement that he/she has inspected such exercise area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the exercise areas:

**1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the promoter, participants, sponsors, business owner(s), sanctioning organization or any subdivision thereof, officials, equipment owners, instructors, maintenance staff, assistants, any persons in any exercise area, sponsors, advertisers, owners and lessees of premises used to conduct the session and each of them, their officers and employees, all for the purposes herein referred to as "releasees", from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the exercise area, and/or, competing, exercising, officiating in, observing, working for, entering/exiting or for any purpose participating in the session;

**2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the exercise area or in any way competing, exercising, officiating in, observing, working for, entering/exiting or for any purpose participating in the session and whether caused by the negligence of the releasees or otherwise.

**3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releasees or otherwise while in or upon the exercise area and/or while competing, exercising, officiating in, observing, working for, entering/exiting or for any purpose participating in the session. **EACH OF THE UNDERSIGNED** expressly acknowledges and agrees that the activities of the session are very dangerous and involve the risk of serious injury and/or death and/or property damage.

**EACH OF THE UNDERSIGNED** further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the session is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Today's Date:     /     /

Participant Name + Age: \_\_\_\_\_

Signature (Guardian if 18 or younger): \_\_\_\_\_

Questions? Please contact FITT Balance at (225) 270-1688.