

# Member Activities Participation Waiver



Parent/Guardian: \_\_\_\_\_

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Participant First Name	Last Name	Birth Date	
<hr/>			
Address	City	State	Zip
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Telephone Number	Email Address		
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Emergency Contact	Contact Telephone Number		

I, the undersigned, (Participant”), in consideration for WORKOUT CLUB AND WELLNESS CENTER, (“WCWC”) allowing my participation in a WORKOUT CLUB AND WELLNESS CENTER group event or birthday party (the “Programs”), agree to the following:

### Waiver of Liability

Participant understands that although the facilities, equipment and services of WCWC and the Programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and participation in the Programs may result in injury. Therefore, Participant agrees to specifically assume all risk of injury for Participant while Participant is using any of WCWC’s facilities, equipment, services or participating in the Programs and hereby waives any and all claims or actions that may arise against WCWC or its owners, employees, contractors, volunteers as a result of such injury. These risks include, but are not limited to: (1) Injuries arising from Participant’s use of any equipment in connection with the Programs, whether occurring inside or outside of WCWC, (2) Injuries arising from Participant’s transportation to and from a site that is in a part of the Programs, (3) Injuries or medical disorders arising from Participant’s participation in the Programs, whether occurring within or outside of WCWC, and (4) Actions taken or decisions made by WCWC, its staff members, volunteers or chaperones regarding medical or survival procedures for Participant.

### Assumption of Risk

Participation in the Programs naturally may involve the risk of injury, whether Participant or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts the risk on behalf of Participant and agrees that WCWC will not be liable for any injury, including and without limitation, personal, bodily or metal injury, economic loss or any damage to Participant resulting from the negligence or other acts of WCWC or anyone else using their facilities or participating in Programs. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves Participant, the undersigned agrees to (i) defend WCWC against such claims and pay WCWC for all expenses relating to the claim, and (ii) indemnify WCWC for all obligations resulting from such claims.

I have read the Waiver of Liability and Assumption of Risk thoroughly and understand the terms. My participation in the Programs and my execution of the Waiver of Liability and Assumption of Risk are both purely voluntary and I elect to do so in spite of the risks.

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Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING:** I, the undersigned parent or legal guardian of the Participant, hereby execute the foregoing Waive of Liability and Assumption of Risk for and on behalf of Participant and agree to bind myself, Participant and any heirs, next of kin, assigns or personal representatives to the terms of the Waiver of Liability and Assumption of Risk. I represent that I have full legal authority to act for and on behalf of Participant, and I agree to indemnify and hold harmless WCWC for any expenses, claims or