

Child Participation Waiver

Trial Class _____

Child's Name: _____ Birthday: _____ Female: _____ Male: _____

Parents Name: _____ Telephone: _____

Address: _____ City: _____ State: _____ Zip: _____

*E-mail Address: _____

*Are there any medical conditions to which we should be alerted? If yes please explain:

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of participating in any and all activities, I represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue GYM ORBIT SPORTS ACADEMY INC, its respective administrators, directors, agents, officers, volunteers, employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of the premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such a claim.

PHOTO PERMISSION: Browns Gym Orbit is allowed to use photo image of my child on Brown's Gym website, brochures and other promotional material without compensation and any other conditions.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement of assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Date

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasees may incur as the result of such claim.

Printed name of Parent/or Legal Guardian

Date

Signature of Parent/or Legal Guardian

PHOTO PERMISSION

I, _____, give permission to the **BROWN'S GYM ORBIT SPORTS ACADEMY** to take or use pictures, slides, digital images, or other reproductions of my minor child _____, and to put the finished pictures, slides, or images to use on business site, web, or other business social media or other printed or electronic materials related to marketing function of the Brown's Gym Orbit SA without compensation.

Signature _____ Date _____