



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the SPORTS PERFORMANCE TRAINING, ADULT FITNESS TRAINING, KETTLEBELL TRAINING, CROSSFIT TRAINING, BOOT CAMP, AND WEIGHTLIFTING activity ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, agree, and represent that I understand the nature of SPORTS PERFORMANCE TRAINING, ADULT FITNESS TRAINING, KETTLEBELL TRAINING, CROSSFIT TRAINING, BOOT CAMP, AND WEIGHTLIFTING Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
- 2. FULLY UNDERSTAND THAT: (a) SPORTS PERFORMANCE TRAINING, ADULT FITNESS TRAINING, KETTLEBELL TRAINING, CROSSFIT TRAINING, BOOT CAMP, AND WEIGHTLIFTING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES 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, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
- 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SPEED Sports Performance Education, Enhancement & Development, Inc., CROSSFIT COMBAT FITNESS, CENTRAL CALIFORNIA WEIGHTLIFTING CLUB, FRESNO INDOOR BOOT CAMP, AND/OR RUSSIAN KETTLEBELL CLUB OF FRESNO, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of 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 I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT 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 litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR 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 THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____ Birth date: ____/____/____
School: _____ Sports/Activities: _____
Participant's Signature (only if age 18 or over): _____
Date: _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SPORTS PERFORMANCE TRAINING, ADULT FITNESS TRAINING, KETTLEBELL TRAINING, CROSSFIT TRAINING, BOOT CAMP, AND WEIGHTLIFTING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION 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 RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION 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 RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Printed Name of Parent/Guardian: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____
PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____
Date: _____

PLEASE COMPLETE OTHER SIDE

Medical History Questionnaire

Regular physical activity is fun and healthy and for most people safe. However, some individuals should check with their physician prior to starting an exercise program. Please complete this form as accurately and completely as possible. All information will be kept in the strictest confidentiality.

- YES / NO Has your physician ever told you that you have a heart condition?
- YES / NO Do you experience pain in your chest when you are physically active?
- YES / NO Have you had chest pain when not doing physical activity?
- YES / NO Do you lose balance due to dizziness or do you ever lose consciousness?
- YES / NO Have you ever experienced a stroke?
- YES / NO Do you have high blood pressure?
- YES / NO Do you have diabetes?
- YES / NO Do you have low blood sugar levels (hypoglycemia)?
- YES / NO Do you have asthma or another respiratory condition that causes difficulty with breathing?
- YES/NO If you answered YES to the previous question did you bring your inhaler with you?
- YES / NO Do you have any bone or joint conditions that would restrict you from and must be addressed prior to beginning physical activity?_____
- YES / NO Have you experienced within the past 6 months back pain or discomfort that kept you from normal daily activities?_____
- YES / NO Have you had any surgeries?_____
- YES / NO Are you currently taking any medications, prescription or non-prescription, that might impact your ability to safely perform physical activity?
- YES / NO Do you currently smoke?
- YES / NO Are you pregnant or have you given birth in the last 6 months?
- YES / NO Do you know of any other reason why you should not participate in a program of physical activity?

If you answered YES to one or more questions...

If you have not recently done so, consult with your personal physician by telephone or in person before increasing your physical activity.

If you answered NO to all questions...

If you answered PAR-Q accurately, you have reasonable assurance of your present suitability for beginning an exercise program. If you experience any pain or dizziness during a workout, you must inform the coach as soon as possible. If you have any physical restrictions due to prior or current injuries, inform the coach about it immediately. We will try to work around your limitations as best as possible. Stay in a pain-free range of motion. If it still hurts, substitute some other exercise that doesn't hurt. If you don't know what to substitute, ask the coach what to do instead.

Participant's Signature (only if age 18 or over):

_____ Date: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):

_____ Date: _____

Model Release

In valuable and good consideration of my engagement as a Participant, upon the terms herewith stated, I hereby give to SPEED Sports Performance Education, Enhancement & Development, Inc., legal representatives and assigns, those for whom The Photographer is acting, and those acting with his authority and permission:

- a) The unrestricted right and permission forever to copyright and use, re- use, publish, and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b) I also permit the use of any text material in connection therewith.
- c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release, discharge and agree to save harmless the Photographer, his/her heirs, legal representatives or assigns, and all persons functioning under his/her permission or authority, or those for whom he/she is functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.
- e) I hereby affirm that I am 18 years of age or older and have the right to contract in my own name. If under the age of 18, a parent or legal guardian may sign for you. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns. I am also aware that these terms are subject to negotiation, deletion or addendum, which may be valid if handwritten on this release and initialed and dated by both parties (The Photographer and Undersigned) next to the modification or any modification that is typed and signed by both parties. Modifications may be implied by any releases/contracts with my employer without my notice by the Photographer.

Participant's Signature (only if age 18 or over):

_____ Date: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):

_____ Date: _____