

FUZE Fit For A Kid!

**WAIVER, RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AND MODEL RELEASE
-Required by All for Club Entry-**

i. In consideration of being permitted to join FUZE Fit For A Kid!™ (FFFAK), a Youth Wellness Associates, Inc. Company, for any purpose including but not limited to observation, training, coaching, instruction, direction, camp programs, special events, groups programs, parties, personal or group training, or use of equipment or participation in any way, the undersigned – minor child as well as adult parent and/or parents – hereby (Applicant and/ or PARTIES) acknowledges, agrees, and represents that he or she has or immediately upon participating in any activity herein will estimate and acknowledge his/her ability to undertake, perform, and act upon any and all instruction. Furthermore, at FFFAK's discretion, the undersigned will complete the **FFFAK Youth Assessment Physical Activity readiness Questionnaire (PAR-Q)** prior to using facilities or programs, and FFFAK will reserve the right to seek the undersigned's physician's statement affirming permission to continue the FFFAK program. **PLEASE INITIAL ()**.

ii. Furthermore, I/we understand and am aware that strength, classroom style instruction, flexibility, aerobic exercise, interactive fitness, and traditional exercise equipment and training are a potentially hazardous activity. All of the physical exercise, counseling, and activities at FFFAK involve certain inherent risks. In consideration for permission to use FFFAK's facility and equipment, on behalf of yourself, your family, including your minor children, your heirs, guests and your assigns, you agree that if you engage in any physical exercise or activity or use any FFFAK facility on the premises, you do so at your own risk. This includes, without limitation, use of any exergaming and interactive fitness games and equipment, the parking area, group exercise room, classrooms, demonstration kitchen, lobby interior and outside waiting area, bathrooms, sidewalk, off-site activities, any equipment in FFFAK, and the participation in any activity, class, program or instruction, as well as 3rd party locations FFFAK members should visit or use while in the custody of FFFAK.. You agree that you and your family, including your minor children, are voluntarily participating in these activities, programs and venues, and assume all risk of injury, illness, death, damage or loss to you, your family, including your minor children, your heirs and your assigns or loss to any property. **PLEASE INITIAL ()**

iii. You agree on behalf of yourself, your family, including your minor children and your personal representatives, heirs, executors, administrators, agents and assigns to release and discharge FFFAK and its affiliates, employees, agents, representatives, successors and assigns from any and all claims or causes of action (known or unknown) arising out of our negligence. **PLEASE INITIAL ()**.

iv. This Waiver and release of liability includes, without limitation, any and all forms of injuries which may occur as a result of (a) use of any exercise equipment or facilities which may malfunction or break; (b) our improper maintenance of any exercise equipment or facilities; (c) our negligent instruction or supervision; (d) slipping and falling, bumping into other members or structures while in the FFFAK premises, during FFFAK outdoor or off-site activities, or damages or liability arising out of or in any manner related to any activity engaged in by the Member, Camper, Attendee, or Guest of FFFAK or the use of any of its facilities or merchandise except that such accident and/or injury is caused by or results from gross negligence or willful misconduct of FFFAK, its agents, employees, contractors, instructors, assigns, officers, shareholders, partners and successors. **PLEASE INITIAL ()**.

v. You further release FFFAK from any liability in the course and provision of emergency treatment or assistance to your minor child. You acknowledge that you and your child(ren) have carefully read this Waiver and Release and fully understand that it is a release of liability and that you, your family, including your minor children, your heirs and your assigns are waiving any right that you or they may have to bring any legal action, including any lawsuit in court, to assert a claim against FFFAK, its officers, employees, shareholders, affiliates, consultants, contractors, partners, or assigns for ordinary negligence. **PLEASE INITIAL ()**.

vi. By signing below, I/we acknowledge that I have read and understand FUZE Fit For A Kid!, a Youth Wellness Associates, Inc. company, as outlined above. I am over the age of 18 representing his/her minor child and that no oral representations, statements or inducement apart from the foregoing written agreement have been made, and further permit images or photographs of my child(ren) within Club premises to be replicated or reproduced for appropriate, commercial use including but not limited to, demonstrations, advertising, or instruction **PLEASE INITIAL ()**.

vii. The undersigned, both Parent/Guardian AND Minor Member, further expressly agree that the foregoing Releases, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and/or the law of United States and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **PLEASE INITIAL ()**.

Name of Child _____ **Age** _____ **DOB** _____ **Gender(M/F)** _____

Parent/Guardian _____ **EMAIL(Opt-In)** _____

Phone Hm. _____ **Phone Other** _____

Address _____ **City** _____ **St** _____ **Zip** _____

Parent/Guardian Signature _____ **Date** _____