

Bodyworks Release and Parent / Guardian Waiver of Liability and Assumption of Risk



Please read this document carefully. By signing it, you are giving up legal rights.

I, the undersigned on my behalf and, if applicable, my child/ward named below (hereinafter "RELEASOR"), hereby acknowledge that I and my child/ward, desire to voluntarily participate in the activities and services provided by and Lubbock Bodyworks at 50th, L.L.C., Michael Nelson's Bodyworks, Inc., Lubbock BW Sports Centers, L.L.C., Bodyworks PT, L.L.C., Bodyworks for Women, L.L.C., Adrenaline City, its affiliates, instructors, officers, directors, agents, employees, designers, and members, as well as the property owners and the owners, manufacturers and installers of the equipment comprising the BODYWORKS facility (hereinafter referred to as "BODYWORKS") (collectively, BODYWORKS or "RELEASEES"), including but not limited to, the use of the equipment, facilities (trampolines, ropes course, laser tag, rock climbing wall, pool, water park, kid's clubs and inflatables), receiving instruction and strenuous bodily movement in the following, mixed martial arts, karate, kickboxing, boxing, group fitness, youth classes, personal training, Art of Strength classes, boot camps, kid's camps, birthday parties and events and the premises (hereinafter collectively referred to as "BODYWORKS ACTIVITIES & SERVICES"), and further agree and acknowledge as follows:

ASSUMPTION OF RISK: I, the undersigned, understand and acknowledge that BODYWORKS ACTIVITIES AND SERVICES has varying effects on individuals based upon their size, age, physical condition and/or state of health. I further recognize, acknowledge and agree that it is my sole decision whether to consult with a medical professional prior to participating in BODYWORKS ACTIVITIES AND SERVICES and that BODYWORKS recommends that participants consult with a medical professional prior to participating in BODYWORKS ACTIVITIES AND SERVICES, especially if a member has had a recent injury, surgery, pregnancy or other health condition. I, and/or my child/ward, have either consulted a physician and received medical advice and consent to participation in BODYWORKS ACTIVITIES AND SERVICES or have waived such advice and consent of a physician and accept any and all RISKS. I am assuming, on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur.

I am aware, understand and acknowledge that participation in BODYWORKS ACTIVITIES AND SERVICES is a potentially hazardous activity and involves inherent risks of danger or injury, including but not limited to, sprains, strains, fractures, concussions, contusions, lacerations, abnormal blood pressure, heart disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death that can occur (hereinafter collectively referred to as "RISKS"). I am voluntarily participating in BODYWORKS ACTIVITIES AND SERVICES with the knowledge of the danger involved with the RISKS and with the knowledge that staff assistance and/or medical facilities may not be available in the event of illness or injury. I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, ILLNESS, OR DEATH INHERENT IN BODYWORKS ACTIVITIES AND SERVICES AND VERIFY THIS STATEMENT BY PLACING MY SIGNATURE BELOW.

RELEASE OF LIABILITY: I understand that myself, and/or child/ward, will be engaging in BODYWORKS ACTIVITIES AND SERVICES using the BODYWORKS facility and it is my voluntary and informed decision to release any future lawsuits or claims that I and/or they have or may have against the RELEASEES. RELEASOR expressly releases and forever discharges and holds harmless RELEASEES from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in the BODYWORKS ACTIVITIES AND SERVICES. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any RELEASEES or from any other cause. This Waiver and Release of Liability includes, but is not limited to, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone; (b) use of any equipment that malfunctions or breaks; (c) improper maintenance of the facility, grounds, or any equipment; (d) instruction or supervision; or (e) slipping, tripping and /or falling while in the facility or on the surrounding premises.

As consideration for being permitted by BODYWORKS to participate in BODYWORKS ACTIVITIES & SERVICES, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, or sue BODYWORKS or its past, present or future parent, subsidiaries, affiliates, other related entities, successors, owners, members, directors, officers, shareholders, agents, employees, servants, assigns, investors, legal representatives and all individuals and entities involved in the operations of BODYWORKS for injury, illness, death or damage resulting from my participation in BODYWORKS ACTIVITIES & SERVICES and the RISKS involved therein.

I further grant BODYWORKS the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I, HEREBY ASSUME ALL RISK AND FULLY RELEASE, ACQUIT, REMISE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE BODYWORKS, ITS PARENT, SUBSIDIARIES, AFFILIATES, OTHER RELATED ENTITIES, SUCCESSORS, OWNERS, MEMBERS, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, EMPLOYEES, SERVANTS, ASSIGNS, INVESTORS, LEGAL REPRESENTATIVES AND ALL INDIVIDUALS OR ENTITIES INVOLVED IN THE OPERATIONS OF BODYWORKS, OF AND FROM ANY AND ALL PAST, PRESENT AND FUTURE CLAIMS ARISING FROM THEIR ACTS AND/OR OMISSIONS, INCLUDING BUT NOT LIMITED TO, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, RIGHTS, DAMAGES, COSTS, NEGLIGENCE CLAIMS, GROSS NEGLIGENCE CLAIMS, ASSAULT CLAIMS, DECEPTIVE TRADE PRACTICE CLAIMS, CONTRACT CLAIMS, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS CLAIMS, PERSONAL INJURY CLAIMS, PREMISES LIABILITY CLAIMS, PRINCIPAL-AGENT LIABILITY CLAIMS, MENTAL ANGUISH CLAIMS, PAIN AND SUFFERING CLAIMS, PHYSICAL IMPAIRMENT CLAIMS, DISFIGUREMENT CLAIMS, LOST WAGES CLAIMS, LOSS OF EARNING CAPACITY CLAIMS, WARRANTY CLAIMS, PUNITIVE DAMAGES CLAIMS, EXEMPLARY DAMAGES CLAIMS, AND ANY OTHER FORM OF COMPENSATORY CLAIMS OF ANY NATURE WHATSOEVER, WHETHER BASED ON A TORT, CONTRACT, OR OTHER THEORY OF RECOVERY, WHETHER SAME BE KNOWN AND REALIZED OR UNKNOWN AND NOT REALIZED, THAT I, MY ASSIGNEES, HEIRS, DISTRIBUTES, GUARDIANS OR LEGAL REPRESENTATIVES NOW HAVE, HAVE HAD, OR EVER WILL HAVE; FOR INJURY, ILLNESS, DEATH, OR DAMAGE RESULTING FROM MY PARTICIPATION IN BODYWORKS ACTIVITIES & SERVICES AND THE RISKS INVOLVED WITH SAME. THIS RELEASE IS INTENDED BY BOTH PARTIES TO BE AS BROAD IN ITS EFFECT AS ALLOWED BY LAW. I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT AND A LEGAL CONTRACT BETWEEN ME AND BODYWORKS AND THAT IT AFFECTS MY LEGAL RIGHTS. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL. A COPY OF THIS DOCUMENT IS AUTHENTIC AND AS EFFECTIVE AS THE ORIGINAL.

Bodyworks Member: Yes No

Print Name of Adult _____

Print Name of Participant _____ Date of Birth _____

Adult Date of Birth _____ Age _____

Print Name of Participant _____ Date of Birth _____

Address _____

Print Name of Participant _____ Date of Birth _____

City _____ State _____ Zip _____

Print Name of Participant _____ Date of Birth _____

Phone _____

Print Name of Participant _____ Date of Birth _____

Email _____

Print Name of Participant _____ Date of Birth _____

X

Signature of Participant Over 18 or Parent / Legal Guardian Of Minor _____

Date _____

_____ I have read and agree to the Kids' Club Policies and Procedures
Initial

_____ I agree to the Parents Night Out \$1 Per Minute Late Pickup Fee
Initial