

Waiver of Liability

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.

You, the undersigned, realize that there are risks associated with participating in fitness activities and exercise. Your participation is completely voluntary, and you fully accept and freely assume all responsibility for risks, possibility of personal injury, death, property damage or loss to yourself or any other person as a result of your participation in fitness activities. You and your heirs, next of kin, executors, administrators and assigns agree:

- a) to waive all claims, known or unknown, that you have or may have in the future against ProActive Training, including the owners, operators, employees, and site property owners or lessees ("The Organization");
- b) that The Organization is not liable or responsible for any damage to, loss or theft of your property;
- c) to release and forever discharge The Organization from all liability for any personal injury, death, property damage or loss resulting from your participation in fitness activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake in error of judgment of The Organization; and
- d) to be liable for and to hold harmless and indemnify The Organization from all actions, proceedings, claims, damages, costs demands, including court costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with your participation in fitness activities.

Please note, it is recommended by The Organization that everyone consult a physician prior to starting any exercise or fitness program.

Participant's name

Participant's signature

Date: _____

Parent/guardian's signature (if needed)

Date: _____