

EveryBody Fits

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF FULL RESPONSIBILITY FOR RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE AND INDEMNITY AGREEMENT

AS THE SPONSORED ACTIVITIES HAVE THE POTENTIAL TO BE DANGEROUS, WE REQUIRE ALL PARTICIPANTS TO ASSUME ALL RISKS BY SIGNING THIS DOCUMENT. For the purposes of this agreement, "the sponsored activities" includes any activities performed within the EveryBody Fits facility or on the EveryBody Fits premises, including, but not limited to, gymnastics, cheerleading, tumbling, trampoline, climbing, Taekwondo, martial arts, dance, ballet, jazz, tap, aerobics, conditioning, strength training, sports skills, soccer, baseball, wrestling, acting, drama, theater, arts, crafts, free play, arcade, billiards, air hockey, foosball, computer usage, toy usage, birthday parties, other parties, camps, and food or beverage consumption. In addition, "sponsored activities" includes those that are not on the EveryBody Fits premises, including competitions, meets, exhibitions, seminars, parties, tourist attraction visits and the like. Responsible Party understands that travel to those events may be by walking, biking, automobile, bus, train, boat or airplane, as the case may be.

The "Responsible Party" (the undersigned Participant and/or Parent or Legal Guardian of a minor Participant, (all of whom are listed on the front of this agreement) who signs this document agrees:

Prior to participating in any of the sponsored activities, the Participant and, in the case of a minor Participant, the Responsible Party, will inspect the facilities and equipment to be used, and/or the transportation to be provided, and if he/she believes anything is unsafe, the Participant or Responsible Party will immediately advise EveryBody Fits of the condition and refuse to participate or disallow the minor to participate and/or travel to the sponsored event. The Participant and, in the case of a minor Participant, the Responsible Party, prior to participating in these activities, have inspected the facilities and equipment to be used, believe them to be safe, and are satisfied with the condition of the facilities and equipment.

We fully understand and voluntarily accept that:

- a. There are risks and dangers associated with participation in the sponsored activities, which could result in bodily injury, partial or total disability, and/or death.
- b. The Participant has no physical or mental condition which would interfere with his/her ability to participate in or attend any such event or activity, or that would endanger his/her health or safety.
- c. The Responsible Party warrants that their minor child has no physical or mental condition which would interfere with his/her ability to participate in or attend or travel to any such event or activity, or that would endanger his/her health or safety.
- d. The social and economic losses and/or damages, which could result from risks and dangers in participating in the sponsored activities, could be severe.
- e. These risks and dangers may be caused by the action, inaction, negligence or carelessness on the part of EveryBody Fits or any of its partners, officers, agents, servants or employees, and there may be other risks not known to us or not reasonably foreseeable at this time.

Release and Indemnification in Personal Injury or Property Damage Claims. In consideration of EveryBody Fits permitting the below named Participant to enroll in and participate in any of these activities at our facilities in the City of Coppell, County of Dallas, and State of Texas, or in such locations as a sponsored activity may occur in the future to which the Participant must travel, beginning on the ____ day of _____, 20__, and for so long thereafter as the Participant shall be enrolled in sponsored activities, the Participant and/or the Responsible Party agrees for himself/herself, the minor Participant, and their respective family, heirs, executors, administrators and assigns, and voluntarily releases, discharges and promises not to sue, and otherwise indemnify EveryBody Fits or any of its partners, officers, agents, servants or employees for any and all claims for personal injury, property damages or wrongful death occurring to the Participant arising out of engaging (or receiving instruction) in the sponsored activities or any activities incidental thereto wherever or however it may occur and for whatever period the activities or instructions may continue and **INCLUDING CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE OF EVERYBODY FITS, ITS PARTNERS, AGENTS, EMPLOYEES OR CONTRACTORS.**

The undersigned Participant and/or Responsible Party, agrees for himself/herself, the minor Participant, and their respective family, heirs, executors, administrators and assigns, that in the event any claims for personal injury, property damage or wrongful death shall be prosecuted against EveryBody Fits or any of its partners, officers, agents, servants or employees, he/she shall indemnify, save and hold harmless EveryBody Fits and all of its partners, agents, servants or employees for any and all claims by whomever or wherever made for personal injuries, property damages or wrongful death **INCLUDING CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE OF EVERYBODY FITS, ITS PARTNERS, AGENTS, EMPLOYEES OR CONTRACTORS.**

If, despite this Release, the Participant and/or the Responsible Party makes a claim against EveryBody Fits or any of its partners, officers, agents, servants, employees or contractors, the Participant and/or Responsible Party agrees he/she: (1) will reimburse/indemnify EveryBody Fits or their insurance company for any money which they paid to participant; (2) will reimburse/indemnify them or their insurance company for any reasonable cost incurred, including attorney's fees; and (3) will hold them harmless. The Participant, individually, and the Responsible Party, on behalf of the minor Participant and individually, further agree and promise to hold harmless and indemnify EveryBody Fits or any of its partners, officers, agents, servants or employees from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for personal injury, property damage or wrongful death which the Participant may negligently or intentionally cause to other third parties in the course of participating in this activity.

If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

It is the intention of the Participant and/or Responsible Party signing this document to release EveryBody Fits or any of its partners, officers, agents, servants or employees from any responsibility from personal injury, property damage or wrongful death whether caused by negligence, carelessness, or otherwise, of the persons or entities mentioned above.

I UNDERSTAND I AM ASSUMING ALL RISKS INHERENT IN EVERYBODY FITS' ACTIVITIES, WHETHER KNOWN OR UNKNOWN, AND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP MY RIGHT TO SUE EVERYBODY FITS, **INCLUDING CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE OF EVERYBODY FITS, ITS PARTNERS, AGENTS, EMPLOYEES OR CONTRACTORS.**

Marketing & Promotional Release.

I also understand that there may be occasions that photos or videos are taken of the activities that my family members participate in and that these digital images are the sole property of EveryBody Fits. I agree to allow EveryBody Fits to use these digital images as they see fit for marketing and promotional purposes. I also understand that through my EveryBody Fits membership, I will receive email communications in regards to classes, payments, promotions, events and other marketing announcements. **PRIVACY NOTICE:** It is the policy of EveryBody Fits to NOT sell or distribute members' information to any third party.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS AND THE POLICIES AND PROCEDURES OUTLINED ON THE FRONT OF THIS WAIVER and further agree that no oral representations, statements or inducements apart from this agreement have been made. This Release and Waiver of Liability shall be a bar to any recovery by the minor participant and/or his/her parent and/or legal guardian in any action instituted by any of them to recover for loss suffered as a result of participating in these activities.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.

Signature of Adult Participant or Parent/Guardian

Printed Name

Date