



## Informed Consent Release & Waiver Liability Form

*Disclaimer: You should always consult with your doctor before beginning any type of exercise or physical liability.*

This form is an important legal document. It explains the risks you are assuming by beginning an exercise program. It is critical you read and understand it completely. After you have done so, please print your name legibly and sign in the space provided at the bottom.

### Waiver, Informed consent, and covenant not to sue

I have volunteered to participate in a class, course or program containing physical exercise under the direction of *Fit Kidz CIC* (and its subsidiaries *Fit Adultz* and *Fit Famz*) but may not be limited to weight/or resistance training. In consideration of *Fit Kidz CIC* agreement to instruct, assist, and train me, I do here release and discharge and hereby hold harmless *Fit Kidz CIC* and their respective agents, heirs, assigns, contractors and employees from any and all claims, demands, damages, rights or causes of action, present and future, arising out of or connected with my participation in this or any program including any injuries resulting from them. This waiver and release from liability includes, without limitation, injuries which may occur as a result of (1) my use of all amenities and equipment supplied by *Fit Kidz CIC*, and facilities or premises used for my participation in any activity, class program, personal training or instruction ; (2) equipment that may malfunction or break ; (3) their negligent instruction or supervision ; (4) any slipping and/or falling, or dropping of equipment while under instruction of *Fit Kidz CIC*.

### Assumption of Risk

To my best knowledge I am in good physical condition and have no disease, physical limitation, health concern or injury that would be aggravated or would be the cause of any injury sustained before, during or as a result of my participating in activities related either directly and/or indirectly to *Fit Kidz CIC*.

I recognise that exercise might be difficult and strenuous and there could be dangers inherent in exercise for some individuals. I acknowledge that the possibility of certain unusual physical changes during exercise exist. These changes include abnormal blood pressure; fainting; disorders in heartbeat; heart attack; and, in rare instances, death.

I understand that as a result of my participation in an exercise or other program, I could suffer an injury or physical disorder that could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life.

I recognise that an examination by a physician should be obtained prior to involvement in any exercise or physical program. If I have chosen not to obtain a physician's permission prior to beginning this exercise or physical program with *Fit Kidz CIC*, I hereby agree that I am doing so at my own risk.

In any event, I acknowledge and agree that I assume the risks associated with any and all activities and/or exercises in which I participate.

I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this program. I understand that results are individual and may vary.

I acknowledge that I have thoroughly read this waiver and release and fully understand that it is a release of liability. By signing this document, I am waiving any right I or my successors might have to bring a legal action or assert a claim against *Fit Kidz*, for your negligence or that of your employees, agents, or contractors.

Participant name: \_\_\_\_\_

Participant signature (if over 18 years old): \_\_\_\_\_

Date: \_\_\_\_\_

Participant date of birth (if under 18 years old): \_\_\_\_\_

Signature of parent/guardian, individually and in the capacity as parent/guardian is required if the participant is under 18 years of age.

Parent/guardian name: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_

Date: \_\_\_\_\_