

Flatiron Fitness Release and Waiver

Participant Name (Print) **Signature** **Date**

Email: _____ **Phone:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

IF PARTICIPANT IS UNDER 18:

I certify that I am the parent or legal guardian of the child named above. I confirm that I have read and understand the above consent and release and that I agree (on behalf of my child) to be bound to the above conditions.

Parent/Guardian Name **Parent/Guardian Signature** **Date**

I wish to register for the Flatiron Summer Series: Wellness Wednesday free fitness class produced by the Flatiron/23rd Street Partnership Business Improvement District and Athleta with instructors from exhale on Wednesday, June 20, 2018 from 6:00pm – 7:00pm on South Flatiron Public Plaza (the "Program"). In consideration for being allowed to attend and participate in the Program, I understand and agree to the following:

1. For the purposes of this Release and Waiver, the following terms shall have the meanings set forth below:

"Claims" shall mean and include, but not be limited to, any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Program.

"Released Party" means Flatiron/23rd Street Partnership, Athleta, exhale or any of their affiliates, franchisees and their respective representatives, directors, officers, agents, employees or volunteer staff.

2. In consideration for being allowed to attend and participate in the Program, I agree and acknowledge that I am fully aware that participation in the Program involves risks, and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party or anyone else.

3. I agree and acknowledge that:

- a. I am in proper physical condition to participate in the Program, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.
- b. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.
- c. I am aware that if the Program occurs outdoors, the streets adjoining the area of the Program are open to regular vehicular traffic during the Program, and I will obey all traffic laws and regulations.

4. I accept full responsibility for any product or technology loaned to me as part of participation in this Program and commit to return the same in good working order.

5. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourse which I may now or hereafter have resulting from any decision of any Released Party.

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6. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.
7. I am aware that there is no obligation for any person to provide me with medical care during the Program. I understand and acknowledge that:
- a. There may be no aid stations available for the Program.
 - b. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
8. I am aware that it is advisable to consult a physician prior to participating in the Program. If I have consulted a physician, I have taken the physician's advice.
9. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Program which may depict, record or refer to me for any purpose ("Likeness"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and or content that may use my Likeness.
10. No warranties or representations have been made to me about the Program which are not stated on this Release and Waiver. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.
11. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Release and Waiver and shall not affect the validity and enforceability of any remaining provisions.
12. If the participant is under 18 years of age, the parent or guardian agrees to the following statements: As a parent or guardian of the participant child, I authorize the child to participate. I agree that in the event the participant child, or anyone acting on his or her behalf, should make any claim, I will provide the indemnity and hold harmless described in paragraph 6. In the event of a medical emergency involving the participant child and any Released Party is unable to contact me, I agree and grant my permission that any Released Party may provide medical care to the participant child.
13. I have fully read and understand this Release and Waiver. I am aware that by signing this Release and Waiver, I am waiving certain legal rights that I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.
14. I hereby acknowledge that I may be required to use an automobile to travel to and from the Program or as part of the Program. I hereby acknowledge that I have the authority to use such automobile and that the automobile is fully insured for use in the Program. I accept full responsibility for the automobile and that use of the automobile in the Program will be at my own risk.
15. I grant my permission to Released Party to contact me by email for future promotional and informational email communications.

By signing above, I acknowledge that I have had sufficient time to carefully read this Release and Waiver. I further acknowledge that I have carefully read this Release and Waiver and fully understand and agree to the contents provided herein.