



Waiver

Member/Client: _____		_____
First Name M.I. Last Name		Birth Date
Address City State _____		Zip Code _____
Home Tel. No. _____	Cell No. (Parent/Guardian if under 18) _____	E-Mail (Parent/Guardian if under 18) _____
Emergency Contact/Parent/Guardian (if member/client is under 18) _____	Phone Number _____	Relationship _____

Release of Liability, Assumption of Risk, & Indemnification Agreement

1. ACTIVITY AND ASSOCIATED RISKS: I have chosen to participate in the following training session/class/program: (hereinafter referred to as "Program"), which is organized by Team Moljo Strength and Conditioning Inc. I understand that: The "Program" is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following (depending on the nature of the "Program"): falls, fractures, concussions, overexertion, overheating, injuries from my lack of fitness or conditioning, death, equipment failures, and negligence of others; as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged; hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the "Program"; and Team Moljo Strength and Conditioning Inc. assumes no responsibility for providing medical care during the "Program", and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the "Program", I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the "Program" or during any transportation to or from the "Program" including any injury or loss caused by the negligence of Team Moljo Strength and Conditioning Inc., its employees and officers, its contractors, renters, trainers/instructors and all other "Program" participants. I also understand that any equipment that I provide or may borrow from Team Moljo Strength and Conditioning Inc. or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. RELEASE OF LIABILITY: I hereby **RELEASE** Team Moljo Strength and Conditioning Inc., its contractors, the providers of any equipment used in the "Program", municipal or governmental providers of use permits, and their respective employees, officers, and directors ("the Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me** or to any other person or to any property during the "Program" or in any way related to the "Program", including during transportation to or from the "Program". This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that New York State law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss or harm that occur during the "Program".

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the "Program". In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. AGREEMENT TO FOLLOW DIRECTIONS: I agree to follow the rules for the "Program" provided to me and to follow directions given to me by the leaders of the "Program".

6. INDEPENDENT CONTRACTORS/RENTERS: I acknowledge that Team Moljo Strength and Conditioning Inc. has no control over and assumes no responsibility for the actions of any independent contractors/renters providing any services for the "Program".

7. USE OF MY LIKENESS: I understand that during the "Program" I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to Team Moljo Strength and Conditioning Inc. and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

8. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by New York State law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

9. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This agreement is governed by and shall be construed in accordance with the laws of the state of New York, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the "Program" shall be brought only in the Supreme Court for Putnam County District of New York, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

I have fully informed myself of the contents of this agreement by reading it before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

Signature of Customer: _____

Date: _____

Name Printed: _____

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the "Program", I accept and agree to the full contents of this agreement. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in Section 3) **from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child** during the "Program" or in any way related to the "Program". This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that New York law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: _____

Name Printed: _____ Relationship: _____ Date: _____