

FIT-N-WISE

A Wise Health System Service



Over 18

WAIVER, RELEASE AND CONSENT

Including Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement/Photo/Video Release:

The Participant and/or Participant's Parent(s)/Guardian(s) acknowledge, understand, and assume all risks inherent with participating in any of the activities referenced below.

I, _____ (the Participant”), understand that to participate in “physical fitness activities, exercises, and/or programs, leagues through Fit-N-Wise that includes, but is not limited to, running, jumping, strength training, utilizing fitness equipment, weights, materials, swimming, use of swimming pool, and at various locations, that I, (the undersigned), hereby, release, indemnify, and agree to hold harmless Fit-N-Wise and Wise Health System (the “Released Parties”) and their owners, directors, officers, employees, agents, affiliates and subsidiaries and any volunteer in connection with the Program against any legal claim by or on behalf of the Participant as a result of the participation in the Program. I further release and waive any and all claims, demands, liability, damages, costs and expenses of any kind whatsoever (including claims relating to personal injury to my child or his/her wrongful death) against the Released Parties, that may arise from Participant’s participation in the Program activities or while traveling to and from locations where the Program activities occur, even if caused in whole or in part by the negligence or other fault of the Released Parties. I fully understand that, I, the Participant may injure him/herself as a result of participation in this Program and hereby release the Released Parties from any liability, now or in the future, including but not limited to heart attacks, muscle strains, sprains, pulls, tears, broken bones, shin splints, heat exhaustion, knee, back or foot injuries and any other illness, soreness or injury, however caused, occurring during participation in the Program.

It is further agreed and acknowledged that all exercises including the use of equipment, as well as travel to and from Program locations, shall be AT MY OWN RISK. I FULLY UNDERSTAND THAT I AM FOREVER GIVING UP, IN ADVANCE, ANY RIGHT TO SUE OR MAKE CLAIMS AGAINST THE RELEASED, IF I SUFFER ANY INJURIES OR DAMAGES FROM THE PROGRAM ACTIVITIES, EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES AND DAMAGES MAY BE, AND I AM VOLUNTARILY ASSUMING THE RISK OF SUCH INJURIES OR DAMAGES. I UNDERSTAND THIS CONSENT FORM AND I AM NOT UNDER ANY PHYSICAL OR EMOTIONAL DURESS TO SIGN.

In the case of a medical emergency, I also give my consent for all medical care prescribed by a medical doctor, EMT or nurse to preserve my physical well-being.

Additionally, I consent to Fit-N-Wise/Wise Health System use of photos or videos of myself in Fit-N-Wise sports/fitness classes, programs, etc., for the purpose of marketing and promoting such classes and programs, if Fit-N-Wise deems appropriate. Initial here if you DO NOT GIVE THIS CONSENT: _____

By signing this I accept the terms of the aforementioned Waiver, Release, and Consent.

Participant Name: (PRINT) _____

Participant: (SIGNATURE) _____

Date Signed ____ / ____ / ____