



## Fitwize 4 Kids Waiver Form

Thank you for choosing Fitwize 4 Kids! Please complete this form to register your child for our programs, including fitness training, boxing, nutrition classes, after-school programs, seasonal camps, and birthday parties.

### **PARENT/GUARDIAN AND CHILD PARTICIPANT INFORMATION**

**Parent/Guardian Name (if applicable):** \_\_\_\_\_

**Relationship to Participant:** \_\_\_\_\_

**Child's Name (if applicable):** \_\_\_\_\_

**Date of Birth (Child Participant):** \_\_\_\_\_

**2<sup>nd</sup> Child's Name (if applicable):** \_\_\_\_\_

**Date of Birth (Child Participant):** \_\_\_\_\_

**3<sup>rd</sup> Child's Name (if applicable):** \_\_\_\_\_

**Date of Birth (Child Participant):** \_\_\_\_\_

**Parent/Guardian Contact Information:**

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

**Emergency Contact Phone Number:** \_\_\_\_\_



**CUSTOMER RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

**PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS.**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF FITWIZE 4 KIDS (AS DEFINED HEREIN) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM FITWIZE 4 KIDS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND FITWIZE 4 KIDS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. \_\_\_\_\_ Initial Here

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement (the "Agreement") is entered into on the date this Agreement is executed by the Adult Participant as identified by signature below, and if any minor(s) is/are named below, the Adult Participant on behalf of and as parent or legal guardian for such Child Participant(s) as identified below, in favor of Fitwize 4 Kids. Collectively and severally, the Adult Participant and Child Participant, their heirs, successors, and assigns are hereinafter referred to as the Participant.

In consideration of Fitwize 4 Kids permitting Participant to enter the Premises and participate in the Activities, as defined below, including any of those Activities that may occur in, about, or near Fitwize 4 Kids' facilities or any other premises owned or operated by Fitwize 4 Kids (the "Premises"), Participant agrees as follows:

---

**1. NATURE OF THE ACTIVITIES**

Fitwize 4 Kids offers Participants the opportunity to engage in various fitness and recreational activities, including but not limited to, boxing, ninja warrior courses, rock climbing, laser tag, Nerf wars, fitness classes, obstacle courses, trampoline activities, tumbling, sports activities, team games, outdoor exercise, and other fitness-related activities, use of any equipment or attractions, instruction, training, classes, and events related to physical activity and sports (collectively, "Activities"). These Activities can help produce many benefits, including improved physical fitness, enhanced health, and enjoyment.

Participants acknowledge that these Activities are active and vigorous and consequently, involve some risks of injury that are inherent to the activity. Even though Fitwize 4 Kids (a) has designed the facility with safety in mind, (b) provides instruction in some Activities, (c) provides general supervision of some Activities, and (d) has developed rules and policies that focus on safety, it is impossible to eliminate all risks and possibilities of injury. \_\_\_\_\_ Initial Here



---

## 2. TYPES OF RISKS

### 2.1 Risks Associated with Activities

Participant acknowledges that there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, equipment malfunction; defective design or manufacture of equipment; improper or negligent installation of equipment; negligent maintenance of equipment; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eyes; concussions; broken bones; physical or emotional injuries; landing wrong; over-exertion; failure of the attraction surface or attachments; collisions with other participants; erratic co-participant behavior; collisions with standards and supports; using improper form or technique; slipping, falling, or tripping; equipment failure; error of judgment by employees; paralysis, disability, or death; personal injury to third persons; or property damage.

Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. If you have any questions, please contact a manager before participating. \_\_\_\_\_ Initial Here

### 2.2 Exposure to Bacteria, Fungus, Viruses, and Other Contagious Diseases

By entering the Premises or engaging in the Activities, there is a risk of exposure to bacteria, fungus, viruses, unknown contagious diseases, and COVID-19, which, despite Fitwize 4 Kids' preventive practices and governmental recommendations, cannot be entirely eliminated. Consequently, to the fullest extent permitted by law, Participant knowingly and fully assumes the risk of exposure to these elements and agrees to indemnify Fitwize 4 Kids from all claims (as defined in Section 5 below) or bodily injury resulting from exposure to bacteria, viruses, or contagious diseases in any way connected to participation in the Activities.

Additionally, Participant consents to having their temperature checked upon arrival and acknowledges that they may be denied entry or asked to vacate the Premises if they exhibit symptoms of exposure to contagious diseases as identified by the CDC. \_\_\_\_\_ Initial Here

---

## 3. TYPES OF INJURIES

It is important that the Participants understand the types of injuries that may occur when participating in the Activities. First, there are minor injuries such as muscle strains and sprains, bruises, abrasions, and contusions. Second, there are serious injuries such as broken bones, ligament and joint injuries, concussions, and eye injuries. Third, there are catastrophic injuries such as brain injuries, paralysis, heart attacks, and death. \_\_\_\_\_ Initial Here



---

#### 4. ASSUMPTION OF RISKS

A. Participant, or the parent or legal guardian of the Child Participant, acknowledges on their behalf, and/or for the Child Participant(s), that they have read this Agreement in its entirety, understand the inherent risks of the Activities, appreciate the potential impact on safety, and voluntarily assume all risks associated with participation.

B. Participant agrees to exercise reasonable care during the Activities and acknowledges the risks associated with the consumption of alcohol or other substances that impair judgment.

\_\_\_\_\_ Initial Here

---

#### 5. RELEASE OF CLAIMS

In full appreciation of the foregoing risks and in consideration for the right to use, access, and participate in the Activities, to the fullest extent permitted by law, Participant (and on behalf of any Child Participant and their heirs, executors, and representatives) releases and agrees not to sue Fitwize 4 Kids, its owners, employees, agents, contractors, volunteers, and any of their affiliates or subsidiaries, from and against all liabilities, losses, damages, claims, actions, suits, causes of action, costs, and expenses (including attorney's fees) arising out of or related to bodily injury or death of Participant, or damage to Participant's property resulting from participation in the Activities. \_\_\_\_\_ Initial Here

---

#### 6. INDEMNIFICATION

Adult Participant agrees to indemnify, defend, and hold harmless Fitwize 4 Kids, its employees, agents, contractors, and all affiliates from any claims or causes of action arising from participation in the Activities or resulting from injury, death, or property damage to the Participant. This includes any claims from third parties arising out of Participant's actions, omissions, or participation in the Activities. \_\_\_\_\_ Initial Here

---

#### 7. EMERGENCY MEDICAL TREATMENT AUTHORIZATION

In case of an emergency or injury, Participant (or the parent/legal guardian of the Child Participant) gives Fitwize 4 Kids permission to secure emergency medical care or transportation for the Participant, if necessary. This authorization includes providing medical care or calling for emergency medical help, including but not limited to, treatment for illness, injury, or other unforeseen events. Participant acknowledges that they are responsible for any medical costs incurred as a result of an emergency situation. \_\_\_\_\_ Initial Here



---

### Medical Information

Does your child have any allergies, medical conditions, or special needs?

No

Yes (please explain): \_\_\_\_\_

Is your child currently on any medications?

No

Yes (please list): \_\_\_\_\_

---

### Program Selection

Please check the program(s) your child is registering for:

After-School Program

Boxing & Fitness Training

Nutrition & Cooking Classes

Seasonal Camp (Spring, Summer, Winter)

Birthday Party

Kids Night Out

Special Events

### Photo/Video Release

I grant Fitwize 4 Kids permission to use photographs or videos of my child for promotional purposes, including but not limited to social media, flyers, and website content.

Yes, I give permission for my child's photos/videos to be used.

No, I do not give permission for my child's photos/videos to be used.

Please sign here: \_\_\_\_\_