



## Waiver and Release of Liability

### Personal Information

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Home Phone #: \_\_\_\_\_ Mobile Phone #: \_\_\_\_\_

In case of emergency, I would like 302 RareBreed to call:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone #: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

**And now, the legal stuff. Please read this! It contains some important educational and legal information for you.**

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in any physical training regimen. These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment. **Injury may also result simply from the fact of physical training itself.** *By its very nature, physical training seeks to have me push beyond my limits in order to produce a physical adaptation by my body. This requires feedback from me to my trainer regarding what is happening with my body. Excessive work can result (in rare cases) in exertional rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. While this type of injury is relatively rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition or dehydration, that may be beyond the control of my trainer.* I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while training with 302 RareBreed, 406 E. Profit Dr., Victoria, TX 77904, or any other location.

**I, the undersigned acknowledge that I have no physical impairments or illnesses that I know of that will endanger myself or others.**

**Release:** In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at 302 RareBreed, I, the undersigned hereby release 302 RareBreed, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with 302 RareBreed to administer first aid deemed necessary, and in case of serious illness or

injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

**Indemnification:** The participant recognizes that there is risk involved in the types of activities offered by 302 RareBreed. Therefore, the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless 302 RareBreed, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by 302 RareBreed.

**Photo/Video Release:** I hereby grant 302 RareBreed permission to use my photograph/video image in any and all publications for 302 RareBreed, including web site entries, without payment or any other consideration in perpetuity. I hereby authorize 302 RareBreed to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video images.

I hereby hold harmless and release and forever discharge 302 RareBreed from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of my estate which may have or may have by reason of this authorization.

I am competent to contract in my own name. I have read this release, and I fully understand the contents, meaning, and impact of this release.

**I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.**

**Signature of participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If the participant is under the age of 18,

**Signature of Parent or Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Parent/Guardian) Print Name: \_\_\_\_\_

#### **AUTHORIZATION FOR AUTOMATIC MONTHLY FEE WITHDRAWAL**

**I \_\_\_\_\_, authorize 302 RareBreed to charge my credit card below for \$\_\_\_\_\_ every 10<sup>th</sup> of the month. I understand that my information will be saved for future transactions on my account. I also understand that I can cancel this authorization with a 10 day advance notice.**

**Cardholder Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ **CVC #:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_