

# Victory Training Center LLC

## WAIVER AND RELEASE OF LIABILITY

### READ BEFORE SIGNING

In consideration of becoming a member or being allowed to participate in the activities and programs of Victory Training Center LLC and to use its facilities and equipment, the undersigned acknowledges, appreciates, and agrees that:

1. I understand and am aware that strength, sport, flexibility, and aerobic exercises, including the use of exercise equipment and any Victory Training Center LLC facility, are potentially hazardous activities. I also understand that physical fitness activities involve a risk up to and including death and that I am voluntarily participating in these activities and using equipment and facilities with knowledge of the dangers involved. I further acknowledge, understand, appreciate and agree that my or my child's participation may result in possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, Influenza, and COVID-19.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I hereby consent to and permit emergency treatment in the event of illness or injury while using the equipment or facilities and/or while participating in the activities and programs of the Victory Training Center LLC facilities. (Please initial \_\_\_\_\_ )
5. I further agree that if I do not act in accordance with this agreement and with the rules and regulations governing usage of Victory Training Center LLC I may not be permitted to continue to use the facilities or participate in any activities or programs. (Please initial \_\_\_\_\_ )
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Victory Training Center LLC their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Participant Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Print Parent/Guardian Name \_\_\_\_\_

Sign Parent/Guardian Name \_\_\_\_\_

Date Signed \_\_\_\_\_

Emergency Phone Number: (\_\_\_\_\_) \_\_\_\_\_