

# Liability Waiver and Release

## Flux Movement Practice

### *Please Read Carefully*

In consideration of the minor child named below being allowed to participate in the training provided by Darci Anderson (“Anderson”) and the use of Anderson's facilities, I, the undersigned as parent or legal guardian, agree to the following:

#### **1. Assumption of Risk**

I acknowledge and accept that Fitness Programs and Exercise in general involves inherent risks, including, but not limited to:

- Cuts and abrasions resulting from skin contact with moving parts of exercise equipment or any other surface;
- All manner of injury resulting from my slipping or falling while using exercise equipment or participating in other forms of exercise and hitting the floor, walls, other people or exercise equipment:
- All manner of injury resulting from my slipping or falling while participating in warm-up, workout, stretching or special classes (e.g. Parkour classes) in the gym or surrounding areas (alley, backyard, park etc.);
- All manner of injury while using the stretching areas, shower and washroom facilities;
- All manner of injury resulting from my slipping or falling whilst on Anderson premises including all walkways, hallways etc. And:
- Failure to follow instruction of coaches or my physician.

I further acknowledge that the above list is not inclusive of all possible risks associated with the training provided by Anderson and the use of Anderson's facilities.

#### **2. Release and Indemnity**

As parent or legal guardian of the minor child named below I hereby release and hold harmless each of Anderson, Anderson's employees, agents or contractors from and against all actions, claims, liabilities, losses, damages, expenses and costs (including court costs and legal fees), with limitation for any property damage, personal injury, death or any other action, claim, liability,

loss damage or expense based on that child's participation in Anderson training programs and/ or the use of Anderson's facilities except where caused by the gross or wilful negligence of Anderson or Anderson's employees or staff acting within the scope of their duties. This indemnification is binding on my child's heirs, assigns, agents and executors.

### **3. Agreement to Follow Safety Policy**

I accept full responsibility for the child's safety and the safety of others while that child is participating in Anderson training programs and/ or Anderson Facilities. I agree that my child will abide by the following safety policy:

- Put away all equipment after use;
- Children under the age of 16 will not touch weights, rings, pull up bars, climbing ropes, or gym equipment unless instructed to do so; and
- Loaded bars are to be dropped with control; do no throw the bumper (rubber) plates.

### **4. Disclosure of Physical Limitations**

I acknowledge that it is advisable to consult a physician prior to participating in an exercise program. I agree to disclose any physical limitations, disabilities, ailments or impairments which may affect my child's ability to participate in any Anderson training programs. I further agree to communicate any such limitations to Anderson or her staff at any time I feel my child is being asked to exceed his/ her physical limitations or the advise of his/ her physician.

### **5. Photo Release**

I hereby grant to Anderson the right to reproduce, use, exhibit, display, broadcast and create derivative works of the photographed images of my child taken at, or during any Anderson activity for use in connection with the activities of Anderson or for promoting, publicizing or explaining Anderson or her activities. These images may appear in a wide variety of formats and media now available to Anderson and may be available in the future, including but not limited to:

- Print
- Broadcast
- Videotape
- CD-Rom
- Electronic/online media

Participant Name (Print) \_\_\_\_\_

Date of Birth \_\_\_\_\_

Emergency Contact (Print) \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_

Emergency Contact E-Mail \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_