

PARTICIPANT INFORMATION & WAIVER

| NAME | PHONE # (HOME) (WORK) (CELL) | |
|---------------|------------------------------------|-----|
| | | |
| | | |
| DATE OF BIRTH | EMAIL | |
| ADDRESS | CITY | ZIP |
| EMERGENCY | | |
| CONTACT | RELATION | |
| PHONE # | | |

Please list any medications you are currently taking and for how long?

Please circle & list any injuries (that kept you from participating in activities), dates of injury and any treatment:

HEAD/NECK/SHOULDER CLAVICLE/RIBS ARM/ELBOW/WRIST/HAND/FINGER PELVIS/HIPS/LEG KNEE KNEE/KNEECAP ANKLE FOOT/TOES DIZZINESS/NAUSEA/SHORTNESS OF BREATH

If yes to any of the above, please explain any treatment you received and if you are still experiencing problems:

Describe any additional aches, pains, tightness, injuries, accidents or illnesses that are not listed above:

ACKNOWLEDGEMENT, ASSUMPTION OF RISK & WAIVER OF

CLAIMS/RELEASE: In consideration of acceptance of participating in 'No Off-Season' campaign with Performax Training Center, I hereby freely agree to and make the following contractual representations and agreements. I fully realize the dangers of participating in strength and conditioning and other such activities, and I voluntarily acknowledge and assume all the risks associated with such participation. I am aware of the dangers and the risks to my person and property involved while participating in: 'No Off-Season' Campaign. I understand that this activity involves certain risks for physical injury. I understand that equipment, if any, which may be provided for my protection may be inadequate to prevent serious injury. I also understand that there are potential risks of which I may not presently be aware. Nevertheless, I voluntarily elect to participate in this activity/class with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death. The School (Soquel HS) & Performax Training Center does not insure participants in the above-described activity and participants who want to be covered must obtain their own insurance. The School (Soquel HS) & Performax Training Center asserts lack of responsibility or liability for injury resulting from this activity. In consideration for being allowed to voluntarily participate in the above-referenced activity and or intramural event, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever: a. waive, release, and discharge The School (Soquel HS) & Performax Training Center, its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event; and b. defend, indemnify, and hold harmless The School (Soquel HS) & Performax Training Center, its agencies, officers and employees, from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of The School (Soquel HS) & Performax Training Center sole negligence. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law. I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

I ______ have carefully read the aforementioned waiver and cancellation policy. I accept the terms and policies indicated and I sign it of my own free will.

Acknowledged and Agreed,

(Signature) Participant

Date

Parent of Guardian of a minor. I _______ as parent or guardian of the above named minor, hereby give my permission for my child or ward to participate in strength and conditioning and further agree individually and on behalf of my child or ward to the terms and policies of the above.

Witnessed:

(Signature) Parent

Date