

PilatesMethod Alliance

A Non-Profit Organization

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FITNESS AND WELLNESS RECOMMENDED LOSS CONTROL PREVENTION FOR HEALTH & FITNESS PROFESSIONALS

"The following Release of Liability agreement was drafted based on California law. While some courts in California have upheld language similar to that found in the enclosed Release, law varies from state to state regarding this issue. Please check with local counsel prior to using the enclosed release in your own membership agreement for any applicable modifications."

SAMPLE RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in the (Enter Your Organization's Name) program, related events and activities, the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases 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, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the (Enter Your Organization's Name) 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 all and any 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'S SIGNATURE

DATE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from their negligence, to the fullest extent permitted by law.

PARENT/GUARDIAN'S SIGNATURE

DATE

EMERGENCY PHONE: _____

Note: this is a SAMPLE WAIVER FORM only. Final wording should be as directed by the insured's counsel but must observe the principles represented within the above.