

NEXT LEVEL FITNESS, LLC.

RELEASE AND HOLD HARMLESS AGREEMENT

I, the undersigned, hereby certify that my participation in the NEXT LEVEL FITNESS, LLC (NLF) is entirely voluntary. I represent that I am in proper physical condition and am over 18 years of age and know of no reason why it would be unsafe for me to participate in this fitness program. In consideration of being allowed to participate in any way in the following events and activities, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in any events provided by NLF staff is significant and includes, but is not limited to, the following; drowning, near-drowning, sprains, strains, falling, fractures, heat stroke, other heat and cold injuries, over-use syndrome, injuries involving vehicles, animal bites and stings, contact with poisonous plants, acts of God, and the potential for permanent paralysis and death. These activities include, but are not limited to, paddling, climbing, biking, hiking, running, swimming, calisthenics, heavy lifting, ascending, traversing or rappelling fixed ropes, travel by boat, truck, car, or other convenience. 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 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 responsible staff; and,
4. I hereby release and discharge for all time NLF, their agents, officers, employees, instructors and participating members, and if applicable, owners and lessors of premises used to conduct the event from all liabilities to the undersigned, or anyone representing the undersigned for any loss or damages, on account of any and all injury, disability, death or damage to person or property, or any resulting arbitration costs WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I understand that I must rely on my own medical insurance in the event that I am injured while participating in these events.
6. **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.**

Signature: _____ Print name: _____ Date: ___/___/___

PHOTO RELEASE (OPTIONAL)

I, _____ (name) hereby authorize the NLF to use my name and picture for commercial purposes including but not limited to the website, brochures, and flyers. I hereby waive the right to any and all payment or compensation for the use of my picture.

Signature

NEXT LEVEL FITNESS, LLC.
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barbara@next-levelfitness.com
www.next-levelfitness.com

FOR PARTICIPANTS UNDER 18, THE PARENT OR GUARDIAN MUST SIGN.

The undersigned, the parent and natural guardian or legal guardian of the above minor hereby executes the foregoing Waiver and Release for and on behalf of the minor named herein. I hereby bind myself, the minor and all other assigns to the terms of the Waiver and Release. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the NLF Entity mentioned above for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Waiver and Release.

_____	__/__/__	_____
Parent/Guardian's name	Date	Email address
_____		_____
Parent / Guardian's signature		Phone #

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