



BRING A FRIEND WEEK

Referring Friend's name: _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of participating in classes, special events, and/or birthday parties at Momentum Athletic Center I represent that I understand the nature of this Activity and that I and/or my child(ren) are qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue my and/or my child(ren)s participation in the activity.

I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own and/or my child(ren)s own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the Releasees named below; and that there may be other risks either not known to me and/or child(ren) or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I and/or my child(ren) incur as a result of their participation in the activity.

I hereby release, discharge, and covenant not to sue Momentum Athletic Center, it's respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses, or damages, on my and/or my child(ren)s account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I and/or my child(ren), or anyone on our behalf, makes a claim against any of the Releasees, we will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have the read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT on behalf of me and/or my child(ren), understand that my child(ren) and I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

PARENTAL CONSENT:

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

COVID Compliance:

If myself, my child(ren) or someone I live with is experiencing fever, chills, muscle pain, headache, sore throat, cough, shortness of breath, difficulty breathing, loss of taste or smell, or vomiting/diarrhea, that said person(s) will not enter any Momentum Athletic Center facility. If myself, my child(ren) or someone I live with have been in close contact with someone with COVID-19 within the last 14 days, said person(s) will not enter any Momentum Athletic Center facility, and my child(ren) will be issued a make-up class for any missed classes. I acknowledge that I will adhere to the above statements any time I visit any Momentum Athletic Center facility.

Children/Participant's Name(s)

Parent/Guardian Printed Name

Parent Cell Phone

Email Address

Additional Emergency Contact Name

Additional Emergency Contact Name

Parent/Guardian Signature

Date