

Maine Warrior Gym Release Form

Participant Name: _____

Birth Date: _____ Phone: _____

Email Address: _____

Home Address: _____

Emergency Contact: _____

1. Maine Warrior Gym ("Gym") or any party designated by Maine Warrior Gym may photograph or film me while I attend the premises of Maine Warrior Gym and use of any and all such photos, video footage and/or video streaming for promotion, sales, publicity and advertising purposes for all media, including, but not limited to, the internet.

2. WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

You (Buyer, each member and all guests and parents signing on behalf of any child under 18) agree that if you engage in any physical exercise or activity or use any Gym facility on the premises, you do so at your own risk and assume the risk of any and all injury and/or damage while engaging in any physical exercise or activity or use of any Gym facility on the premises. Your assumption of risk includes, without limitation, your use of any exercise equipment (mechanical or otherwise), the locker room, restroom, sidewalk, parking lot, stairs. Member agrees to assume the risk in his or her participation in any activity, class, program, instruction, or Gym-sponsored event. You agree that you are voluntarily participating in the aforementioned activities and using the Gym facilities and premises and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Gym (and our affiliates, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Gym, whether active or passive, or any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) Gym's improper maintenance of any exercise equipment or facilities, (c) Gym's negligent instruction or supervision, including personal training, or any other form of negligence by the Gym or any employee of the Gym; and (d) you slipping and falling while on the facility or any portion of the premises for any reason, including Gym's negligent inspection or maintenance of its facility. You also agree to waive any rights that you may have to commence an action or recover damages for any injury at the Gym facility to any minor child who is a guest or member. By execution of this agreement, you hereby agree to indemnify and hold harmless Gym from any loss, liability, damage, or cost Gym may incur due to your presence at the Gym facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Maine and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AN EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE GYM FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

3. In consideration of my being permitted to participate in the Classes, I for myself, my heirs, executors, administrators, successors, assigns and anyone else who may claim on my behalf hereby waive any and all claims, liability and damages I may now or in the future have against Maine Warrior Gym, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns, arising by any means whatsoever, including, but not limited to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused arising from or in connection with my participation in the Classes, however caused.

4. I further hereby release, remiss and forever discharge Maine Warrior Gym, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from and against all demands, claims, actions, damages, costs and expenses arising from or with respect to death, injury, damages to or loss to

my person or property of any kind whatsoever, no matter how caused, arising from or in connection with my participation in the Classes whether or not caused by, in whole or in part, the negligence or gross negligence of Maine Warrior Gym.

5. I will hold harmless and indemnify Maine Warrior Gym, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from any and all liability for any damage or injury to the property or persons of any third party resulting from my involvement in or presence during any of the Classes.

8. I hereby agree that if Maine Warrior Gym, is unable to process my payment from the designated account provided by me Maine Warrior Gym is permitted to use any of the other accounts information provided as many times and as often as needed to replace the unpaid payments and service charges as explained on section 9 of this agreement.

9. In addition to any rights and remedies it may otherwise have, Maine Warrior Gym may terminate this Agreement upon ten days' written notice to me if I fail to comply with my obligations under this Agreement and do not cure any such failure within ten days after receiving notice of such failure.

10. Failure to attend the Classes does not relieve me of the obligation to pay the full tuition for the program or phase in which I am currently enrolled.

11. I understand this agreement may be canceled at any time by paying a cancellation fee equal to 40% of the tuition fee prorated to the remainder of the agreement. All discounts given will not be considered in the calculation of the cancellation fee. If the student and/or co-signer wish to cancel this agreement on the stated terms set out,, they may do so by sending a 30 day written notice, delivered to Maine Warrior Gym at least 30 days prior to the cancellation date desired by the way of registered mail or in person to Maine Warrior Gym

12. I confirm that the provisions in this Agreement constitute the entire agreement between the parties hereto and supersede all prior communications, proposals, representations and agreements, whether oral or written with respect to the subject matter of this Agreement.

13. Maine Warrior Gym is committed to protecting the privacy of personal of our customers. We make every effort to ensure that the information you share with us is recorded accurately, retained securely and used only according to your wishes. We collect personal details necessary to communicate with you, and manage our ongoing business relationship with you. If you have any questions about how your personal information is handled or distributed, or if you wish to receive a full copy of our full privacy policy, please contact our privacy officer.

15. I understand my rights and obligations as stated above. I confirm that I am the full age of nineteen years (unless otherwise indicated below) and that I have read and understood this release and waiver of liability and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to claim damages which I or my heirs, executors, administrators, successors or assigns my have against Maine Warrior Gym.

In witness whereof, I have executed this release and the above terms.

Participant Signature (if 18 or over): _____

Parent Signature for minors: _____

Date: _____