



Release of Liability Waiver

Jennifer DeSimone & Jackie Vandenburg representing Girl Active Life - Indemnity & Full Release of Liability

Participant Name _____ Nickname? _____ Date of Birth _____ Phone _____ Email: _____

Emergency Contact Name _____ Relation _____ Phone _____

Client understands Instructor operates it's own **independent program** and agrees to fully indemnify and release all liability from Jennifer DeSimone and Jackie Vandenburg, for any injuries, costs, fees including attorney fees, or damages incurred to Client due to Instructors, the facility, or activities related to transit thereto.

Client (I) understand(s) and agree(s) that if they/you have any trauma, allergies, mental/emotional/physical limitations, medications, or medical conditions that could affect your or other clients training, the Instructor should immediately be made aware and Jennifer DeSimone/Jackie Vandenburg are not responsible for loss, injury, or damages.

CLIENT SIGNATURE DATE

- ☐ 1. I acknowledge that Jennifer DeSimone/Jackie Vandenburg carries no insurance against liability for injury to any of its clients or persons present in the workout space. I agree that before using any equipment at the facility I will inspect the facilities and equipment I use, and if I believe anything is unsafe, I will immediately advise the instructor present and will refuse to participate in training any further.
- ☐ 2. I have been advised not to attempt any skill level in training or any other activity of which I am not fully capable.
- ☐ 3. I fully understand that:
- A. There are risks and dangers associated with fitness training including but not limited to bodily injury, communicable diseases, partial or total disability, paralysis and death. In accordance with the law, Jennifer DeSimone/Jackie Vandenburg does not exclude individuals with medical conditions that do not pose a medically recognized threat to the health or safety of other students in the normal course of training. I understand that there are some unavoidable circumstances where these conditions may require special caution on my part to minimize danger to myself or others, and I acknowledge that it is my responsibility to act accordingly.
- ☐ B. There are social and economic losses and damages which could result from those risks and dangers described above which could be severe;
- ☐ C. There may be other risks not known or foreseeable at this time which could arise.
- ☐ 4. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS OF DEATH, ILLNESS, OR INJURY SUSTAINED WHILE PARTICIPATING IN OR OBSERVING, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES DESCRIBED IN 6 BELOW.
- ☐ 5. I accept and assume all such risk and responsibility for all losses and damages following any such injury, illness, disability, paralysis or death, however caused or alleged to be caused including injuries caused in whole or in part by the negligence of Jennifer DeSimone/Jackie Vandenburg, its representatives, agents, employees, instructors, or other participants, or owners or lessees of the premises including their officers, directors, agents and employees.
- ☐ 6. I release Jennifer DeSimone/Jackie Vandenburg of and all individuals associated with Girl Active Life from any and all liability, claims, demands or actions whatsoever arising out of the damage, loss or injury to me while upon the premises or while participating in training or any other activities contemplated by this agreement, whether such loss, damage, or injury results from negligence or otherwise.
- ☐ 7. I agree that this Release, Consent and Assumption of Risk Statement covers each and every time that I train or otherwise participate in any activity, listed or unlisted, at the facility of Jennifer DeSimone/Jackie Vandenburg or at any other location sponsored by Jennifer DeSimone/Jackie Vandenburg or Client.
- ☐ 8. I agree that I WILL NOT SUE OR MAKE A CLAIM AGAINST the released parties as the result of my participation at the facility of Jennifer DeSimone/Jackie Vandenburg or at any other location where training takes place.
- ☐ 9. I agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all claims, judgments, and costs including attorneys fees incurred in connection with any action brought as a result of my participation in any activity at the facility.
- ☐ 10. I am aware and accept that my image may be used and appear on promotional materials, the company website, online media for Jennifer Desimone/Jackie Vandenburg representing Girl Active Life.

I declare I am at least 18 Years of age by signing below:

SIGNATURE: _____ Date: _____

Instructor Signature: _____

