



C3Fit, LLC PARTICIPANT RELEASE OF LIABILITY AND REQUIREMENT ASSUMPTION OF RISK AGREEMENT – READ BEFORE SIGNING

Organization Name: C3Fit, LLC

Participant's Name: \_\_\_\_\_

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

- 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
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.
3. I willingly agree to comply with the terms and conditions for participation. If 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.
4. I grant C3Fit, LLC permission to use my name, likeness, image, voice, and/or appearance in any pictures or videos taken by or sent to C3Fit for marketing purposes, including but not limited to publication on the C3Fit, LLC website and social media pages. I understand that I will not receive any compensation.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS C3Fit, LLC, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, 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 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (under 18 at the 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 and and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent to permitted by law.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# CITY OF WINTER SPRINGS

Release and Waiver Agreement



, \_\_\_\_\_, knowingly and voluntarily agree to participate in the C3FIT Youth Fitness exercise classes at the City of Winter Springs ("Program"). I acknowledge that the Program is provided by an independent contractor under contract with the City to instruct and run the Program. The independent contractor is not an employee or agent of the City of Winter Springs and the City is not responsible for the manner in which the instructor runs the Program. I acknowledge and understand that this Program is based on a fitness program commonly called "C3FIT Youth Fitness," which generally provides equipment such as dumbbells, kettlebells, slam balls, flat bands, cones, agility ladders and similar fitness equipment with exercise activities which are strenuous, including but not limited to: cardiovascular conditioning, training and drills; weight exercises; stretching; muscle strength and endurance training; running and, other various fitness activities. I am aware that C3FIT Youth Fitness will involve up to 60 minutes of physical activity which will place stress on my muscular and cardiovascular systems. I am aware that before engaging in any strenuous exercise program such as C3FIT Youth Fitness, that it is my responsibility to consult with my physician or other health care professional to determine if this Program is right for my needs, and, to address any exercises or otherwise which should be avoided, as is relevant. I understand that I should not rely on the City of Winter Springs or any of its employees, Program instructors or agents as a substitute or replacement for professional medical advice, diagnosis, or treatment.

## **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF WINTER SPRINGS (INCLUSIVE OF ITS OFFICERS, OFFICIALS, DIRECTORS, EMPLOYEES, AGENTS, PROGRAM INSTRUCTORS, ATTORNEYS, AFFILIATED ORGANIZATIONS AND SPONSORS) (HEREAFTER, COLLECTIVELY REFERRED TO AS THE "CITY") USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I expressly agree to assume the entire risk of accidents, illness (including but not limited to possible exposure to illness from infectious communicable diseases including, but not limited to MRSA, influenza, and the novel coronavirus (COVID-19)), personal injury, property damage or death which is suffered by me or my child(ren) as a result of participation in the Program, whether or not such damage results from product liability or negligence or gross negligence (except intentional misconduct) on the part of the City. I understand that the City is not providing any safety measures of any kind for the Program, and that I am solely responsible for my, and my minor child(ren)'s, safety including, but not limited to, when I am participating in the Program. Further, there is a risk that my own minor child or another participant in the activity may act in a negligent or

intentional manner and contribute to the injury or death of my minor child or other persons. The City assumes no responsibility for the actions and omissions of any participant in the Program. I (individually and on the behalf of any spouse, children, relative, beneficiary, estate, personal representative, successor, assign, and all persons or entities which may derive a claim through me), for and in consideration of the opportunity to participate in the Program, hereby enter into this Release with the City, and agree to the fullest extent permitted by law and without limitation, to indemnify and hold harmless the City, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), which directly or indirectly arises out of, or results from, my participation in the Program. I hereby remise, release and forever discharge the City from any all claims, accidents, damages, demands, rights, actions and causes of action of any kind whatsoever, in law or in equity, resulting from my participation in the Program, which includes and extends to any and all claims I have or may have against the City with respect to the Program and the conditions, qualifications, instructions, rules or procedures thereof, and, from any other cause whatsoever relating to the Program or occurring during or after or as a result of the Program. I further agree to accept full responsibility, financial or otherwise, for any injury that I and/or my child(ren) may cause either to ourselves or to any other participants due to my/our acts or omissions while participating in the Program. It is my intention hereby, fully and finally and forever, to settle and to release any and all matters, disputes and differences, known or unknown, suspected or unsuspected, that do now exist, may exist or heretofore have existed with respect to those matters described herein. I further agree that this Release is to be broadly construed, and that if any portion of same is held invalid, that the balance of the Release shall continue in full legal force and effect. It shall have no legal effect on interpretation of this Release that the City has prepared this Release. I have read, understand, and voluntarily sign this Release and further agree that no oral representations, statements or inducements apart from the contents of this Release have been made which in anyway alters, amends, or changes this Release. Florida law applies to this Release. I certify that I am eighteen years or older. I KNOWINGLY, WILLFULLY, FULLY AND COMPLETELY ASSUME ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH MY OR MY CHILD'S PARTICIPATION IN THE PROGRAM WHETHER OR NOT SAID RISKS ARE EXPRESSLY OR IMPLIEDLY STATED HEREIN. THE CITY OF WINTER SPRINGS AND ITS EMPLOYEES, PROGRAM INSTRUCTORS AND AGENTS ARE NOT RESPONSIBLE FOR ANY INJURIES OR DEATH WHICH MAY OCCUR TO ME OR MY CHILD BEFORE, DURING, OR AFTER MY PARTICIPATION IN THE PROGRAM. I have fully read and fully understand the foregoing and in consideration of being allowed to participate in the Program, I fully agree to the foregoing terms and conditions set forth herein.

Participant's Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I am the natural guardian of \_\_\_\_\_, a minor, and I am authorized to and hereby execute this agreement upon his or her behalf.

Parent/Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_