

AGREEMENT & RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the sports performance/adult fitness programs of STAT, LLC and to use its facilities, equipment and services, in addition to payment of any fee or charge, I do hereby forever waive, release and discharge STAT, LLC and its officers, agents, employees, representative, executors, and all others acting on their behalf from any and all claims or liabilities for injuries or damage to my person and/or property, including those caused by the ordinary negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services of STAT, LLC, or other use of any equipment at various sites, including home, outdoor areas, provided by and/or recommended by STAT, LLC. I understand that the terms of this release shall not apply to gross negligence, willful or wanton conduct or criminal activity. (Please initial ____).
2. I have been informed of, understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that fitness and sports performance activities involve a risk of injury, including a remote risk of stroke, heart attack, death or serious disability, and that I am voluntarily participation in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. (Please initial ____).
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs and use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise equipment. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in the exercise activities, programs and use of equipment with out the approval of my physician and do hereby assume all responsibility for my participation in said activities, programs and us of equipment. (Please initial ____).
4. I understand that STAT, LLC provision and maintenance of a sports performance program for me does not constitute an acknowledgement, representation or indication of my physiological well being, or a medical opinion relating thereto. (Please initial ____).
5. In the event that any provisions of this agreement should be deemed to be invalid, then and in that event, the remaining terms hereof shall continue to be valid and enforceable between the parties hereto. I also acknowledge that my picture may be used on brochures, flyers, promotional videos, Facebook posts, and any other venue STAT, LLC may be doing promotions. (Please initial ____).

Parent's
Signature _____ **Date** _____

Athlete's
Signature _____ **Date** _____