



Activ Recovery Zone

Release of Liability Form

First Name: _____ Last Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____

Email: _____

Date of Birth: _____

In case of emergency who would you like us to contact?

Name / Relation: _____ Phone: _____

ACKNOWLEDGMENT OF RESPONSIBILITY/RELEASE OF LIABILITY (Hereinafter "AWRL")

In consideration for using the recovery equipment (Including without limitation compression recovery systems, percussive therapy, electrostimulation, collectively, "Recovery Equipment") provided by Activ Recovery Zone I hereby RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS ActivFit Recovery Center, LLC, doing business as Activ Recovery Zone, its owner and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by any person, while using the equipment or due to the use of the Recovery Equipment provided by Activ Recovery Zone.

Assumption of Risk and Responsibility: I am aware that this program entails risks of injury to myself and others for whom I may be responsible. I further understand and agree that use of the Recovery Equipment may entail physical contact between an Activ Recovery Zone employee and me in order to utilize said equipment, and I hereby consent to such interaction. I agree to assume responsibility for the risks identified herein and those risks not specifically identified, except if arising from the gross negligence or intentional torts of the releasees or their agents, and assume full responsibility for my participation in this program. My use of the provided recovery equipment is purely voluntary. No one is forcing me to participate. I am physically and mentally capable of safely using the equipment. I assume full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; scrapes, abrasions, and/or contusions; dehydration, insect bite or attack, and any resultant expenses from any of the foregoing risks. I also assume responsibility for damage to or loss of my/our personal property as the result of any accident that may occur.

Release of Liability: I voluntarily release, discharge, waive and relinquish forevermore all claims or actions of every kind or nature that I may have against ActivFit Recovery Center, LLC, a California limited liability company, doing business as Activ Recovery Zone, its officers, managers, members, agents and employees, collectively (the "Releasees") including, without limitations, for bodily injury, emotional distress, property damage, and/or wrongful death, occurring to me arising out of or in any way connected to my participation in the program; and including, but not limited to, those claims or actions arising out of any negligence on the part of ActivFit Recovery Center, LLC, a California limited liability company, doing business as Activ Recovery Zone, its officers, managers, members, agents and employees, save and except only those claims due to gross negligence, fraud or willful injury to me, or violation of law. It is the intent of this release to exempt and relieve ActivFit Recovery Center, LLC, and a California limited liability company, doing business as Activ Recovery Zone, its officers, managers, members, agents and employees, from liability for personal injury, emotional distress, property damage or wrongful death caused by negligence.

Authorization: I hereby authorize any medical treatment deemed necessary in the event of any injury while using the provided equipment. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf.

Acknowledgment: In consideration of services provided by ActivFit Recovery Center, LLC, a California limited liability company, doing business as Activ Recovery Zone, I certify that I am in good health and fully capable of using the Recovery Equipment provided. Therefore, I assume and accept full responsibility for myself for bodily injury, loss of personal property, and expenses as a result of those risks and dangers, both known and unknown, and as a result of my negligence or failure to disclose any mental or physical limitations I may have in connection with my participation in this activities.

Photography Release: I hereby consent to the use of any program photograph, video/film, and voice quote as a result of my participation in this program and its use for advertising, publication or exhibiting this program in perpetuity by all media now known or hereafter devised.

I have read and understood the foregoing assumption of risk, and release of liability. I understand that signing it obligates me to indemnify and save harmless the parties herein released, from any loss, claim, expense, demand, or cause of action of any kind or character through the assertion by any party or stranger hereto of a claim or claims connected with the subject matter of this release, and from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation herein by the undersigned. I understand that by signing this form I am waiving valuable legal rights.

This AWRL contains the entire agreement between the parties hereto. The terms of this AWRL are contractual and not a mere recital. This AWRL is executed without reliance upon any representation by any person and the undersigned has carefully read and understands the contents of this AWRL and signs the same as his/her own free act. This AWRL shall apply to each and every time I participate in any session, class, or event.

Participant Signature: _____ Date: _____

Participant Name Printed: _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of (child)

My child is fit for the use of the Recovery Equipment, and I consent to my Child's participation. I further understand and agree that use of the Recovery Equipment may entail physical contact between an Activ Recovery Zone employee and my child in order to utilize said equipment, and I hereby consent to such interaction. I HAVE READ AND UNDERSTAND THE ABOVE AWRL. In consideration of allowing my Child to participate, I consent to it and agree that IT'S TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representatives, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND LIABILITY that I or my Child may allege against ActivFit Recovery Center, LLC, doing business as Activ Recovery Zone, and/or the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child's use of the Recovery Equipment and/or the services of Activ Recovery Zone.

Parent or Guardian Signature / Date Print Name of Parent or Guardian

 Check here if you do not wish to receive email updates on promotions and specials.
