



# Registration Form & Release of Liability

**Athlete:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Event Attending:** \_\_\_\_\_

**Parents/Legal Guardian Names:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Parents Email-Address:** \_\_\_\_\_

**Emergency Phone (name and number):** \_\_\_\_\_

## IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

You, the Member <sup>1</sup>, hereby acknowledge and agree that use of Explosive Sports Performance Academy, Inc.<sup>2</sup> facilities, equipment or premises, involves risks of injuries to persons and property, including those described below, and the Member assumes full responsibility for such risks. In consideration of being permitted to enter any building and/or outdoor area belonging to Explosive Sports Performance, for any purpose, including but not limited to, observation use of facilities, services or equipment, or participation in any way, the Member agrees to the following: The Member hereby release and holds Explosive Sports Performance, it directors, officers, employees, volunteers and agents harmless from all liability to the Member and the Member’s personal representatives, heirs, and next of kin for any loss or damage and forever gives up any claim or demands therefore, on account of injury to the Member’s person or property, including injury leading to death of the Member, whether caused by the active or passive negligence of Explosive Sports Performance or otherwise to the fullest extent permitted by law, while the Member is in, upon or about Explosive Sports Performance premises or using any facilities, services or equipment of Explosive Sports Performance. Member also agrees to indemnify Explosive Sports Performance from any loss, liability, damage or cost that Explosive Sports Performance may incur due to the presence of the Member in, upon or about the Explosive Sports Performance premises or in any way observing or using any facilities or equipment of Explosive Sports Performance whether caused by the negligence of the Member or otherwise.

You represent that (1) the Member is in good physical condition and has no disability, illness or other condition that could prevent the Member from exercising without injury or impairment of the Member’s health, and (2) that the Member has consulted a physician concerning an exercise program that will not risk injury to the Member or impairment of the Member’s health. Such risk includes, but is not limited to: (a) injuries arising from the use by the Member or others of exercise equipment and machines; (b) injuries arising from participation by the Member or others in supervised or unsupervised activities or programs at the facility, (c) injuries and medical disorders arising from exercising at a facility such as heart attacks, strokes, heat stress, sprains, broken bones and torn muscles and ligament, among others; and accidental injuries occurring anywhere in the facility buildings, outdoor area and the facility bathroom. The Member further agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Pennsylvania and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

The Member has read this release and waiver of liability and indemnity clause, and agrees that no oral representations, statements or inducements apart from this Agreement have been made.

\_\_\_\_\_

**1 “The member” includes any adult member of the facility AND any minor member with the written permission of a parent(s) and/or legal guardian(s) as evidenced by signature below AND any guest of the adult or minor member.**

**2 Hereinafter “Explosive Sports Performance”**

# THE FITNESS SERVICE AGREEMENT AND RELEASE OF LIABILITY

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK:** The member acknowledges that services purchased hereunder include participation in strenuous physical activities, including but not limited to aerobic, weight training, stationary machines, and nutritional programs offered by Explosive Sports Performance Academy, Inc. ("physical activities"). The member acknowledges that these Physical Activities involve the inherent risk of physical injuries or other damages, including, but not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries and any other illness, soreness, or injury however caused, occurring during or after the members participation in Physical Activities. The member further acknowledges that such risks include, but are not limited to, injuries caused by the negligence of instructor or other person, defective or improperly used equipment, over-exertion of the member, slip and fall by the member or an unknown health problem of the member. The member agrees to assume all risk and responsibility involved with the member's participation in the Physical Activities. The member affirms that the member is in good physical condition and does not suffer from any disability that would prevent or limit participation in the Physical Activities. The member acknowledges participation will be physically and mentally challenging and the member agrees that it is the responsibility of the member to seek competent medical or other professional advice, regarding any concerns or questions in the ability of the member to take part in the Physical Activities. By signing this agreement, the member asserts that the member is capable of participating in the Physical Activities. The member agrees to assume all risk and responsibility for the member's exceeding his/her physical limits.

**LIMITATION AND LIABILITY & FULL RELEASE OF EXPLOSIVE SPORTS PERFORMANCE:** The member, his or her heirs, assigns and next of kin, agree to fully release Explosive Sports Performance, its owners, employees, volunteers, any related entities from any and all liability, claims, and/or litigation or other actions that the member may have for injuries, disability or death or other damages of any kind, including but not limited to, direct, special, incidental, indirect, punitive or consequential damages whether arising in tort, contract, breach of warranty or arising out of participation in the Services, including but not limited to the Physical Activities, even if caused by the negligence or fault of Explosive Sports Performance, its owners, employees, and/or volunteers. The member is urged to have this agreement reviewed by an attorney before signing.

**ADDITIONAL WAIVER:** The member understands that some of the activities that the member may participate in may be of a testing method. The member hereby grants permission for this information to be used for purposes of scientific research and for the promotion of the benefit of these activities for others. The member hereby authorizes the release of this information to sponsoring sporting agencies and the coaches/staff listed within. The member also understands that videotape, filming or still photography may be used at times, and the likeness or images may be used by Explosive Sports Performance for the purpose of wellness or promotion or for presentation purpose.

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## MINOR MEMBERS:

As the Parent/Guardian (if under 18) of the minor member \_\_\_\_\_, I  
(Name of minor)  
\_\_\_\_\_ hereby acknowledge that I have read the Release and Waiver of Liability and  
(Name of Parent/Guardian)  
Indemnity and the Fitness Service Agreement and Release of Liability and agree to its terms. I understand that this agreement will remain in effect until such time that the minor member is no longer participating in physical activity offered by Explosive Sports Performance. In addition, I agree to be financially responsible for the payment terms set forth by EXSP.

Print Name & Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## ADULT MEMBERS:

I, \_\_\_\_\_ hereby acknowledge that I have read the Release and Waiver of Liability and  
Indemnity and the Fitness Service Agreement and Release of Liability and agree to its terms. I understand that this agreement will remain in effect until such time that the minor member is no longer participates in Physical Activities offered by Explosive Sports Performance. In addition, I agree to be financially responsible for the payment terms set forth by EXSP.

Print Name & Date: \_\_\_\_\_ Signature: \_\_\_\_\_