



Fitness Across America LLC

Informed Consent and Waiver

I, _____, hereby agree to the following:

1. That I am participating in weight training and/or cardiovascular exercises, individual use of facilities, premises or equipment, Health & Fitness Classes, Programs or Workshops offered by **Fitness Across America LLC or YMCA of Anderson**, during which I may receive information and or instruction about health and fitness. I recognize that fitness programs require physical exertion that may be strenuous and may possibly cause physical injury and I am fully aware of the risks and hazards involved.

2. I assume all risk of injury and all risk of damage, known or unknown, or loss of property arising out of my participation in exercising at **Fitness Across America LLC or YMCA of Anderson**. In doing so, I knowingly, voluntarily and expressly waive any claim I may have against Carolina Fitness Camp for injury or damages that I may sustain as a result of participation in the program.

Specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks to 3) catastrophic injuries including paralysis and death.

3. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in weight training and/or cardiovascular exercises, individual use of facilities, premises or equipment, Health & Fitness Classes, Programs or Workshops at **Fitness Across America LLC or YMCA of Anderson**, I represent and warrant that I am physically fit and I have no medical condition(s) that would prevent my full participation in weight training and/or cardiovascular exercises, individual use of facilities, premises or equipment, Health & Fitness Classes, Programs or Workshops.

4. On behalf of myself, my heirs, personal representatives or assigns, I do hereby release, waive, discharge, and covenant not to sue, **Fitness Across America LLC or YMCA of Anderson**, its directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of **Fitness Across America or YMCA of Anderson** or any of the aforementioned parties. This agreement applies to:

1. Personal injury (including death) from accidents or illnesses arising from the participation in **Fitness Across America or YMCA of Anderson** activities including, but not limited to, organized activities, classes observation, weight training and/or cardiovascular exercises, individual use of facilities, premises or equipment, Health & Fitness Classes, Programs or Workshops.
2. Any and all claims resulting from the damage to, loss of, or theft of property.

Acknowledgement of Understanding:

I have read this consent and waiver and fully understand its terms. I acknowledge that I am signing freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks of participating or observing recreational activities at **Fitness Across America LLC or YMCA of Anderson** programs.

Date

Signature of Participant

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

Date

Signature of Parent/Guardian of Participant

Date

Witnessed by



Fitness Across America LLC

PHOTO RELEASE

I hereby grant, **Fitness Across America LLC or YMCA of Anderson**, permission to use my likeness in a photograph or other digital reproduction in any and all of its publications, including website entries, Facebook entries/albums, or videos without payment or any other consideration.

I understand and agree that these materials will become the property of **Fitness Across America LLC or YMCA of Anderson** and will not be returned. I hereby irrevocably authorize the **Fitness Across America LLC or YMCA of Anderson**, to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the its programs or for any other lawful purpose.

In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. **Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.** I hereby hold harmless and release and forever discharge the **Fitness Across America LLC or YMCA of Anderson**, from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

(Signature)

(Date)

(Printed Name)

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

(Parent/Guardian's Signature)

(Date)

(Parent/Guardian's Printed Name)