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# PEAK Elite L.L.C., Medical and Liability Release Form MINORS ONLY

Each participant and their parent and/or guardian must complete the liability release form. Forms must be turned in before beginning classes.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT") In consideration of participating in classes at PEAK Elite L.L.C., I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the class, the conditions in which the event takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the activity. Furthermore, I do hereby accept the responsibility for any injury I may receive while participating in any activity pertaining to the above stated classes. In order that I may receive the necessary medical treatment I hereby authorize PEAK Elite L.L.C. to obtain medical treatment for such injury or illness during participation and I hereby hold the personnel and representatives of PEAK Elite L.L.C., the host facility, employees and directors harmless in the exercise of this authority. I hereby release, discharge, and covenant not to sue PEAK Elite, L.L.C. its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim. I have read, or a representative has read this on my behalf, this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

**PARENTAL CONSENT** AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I **WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

**Name of participant:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Printed name of Parent/Guardian:** \_\_\_\_\_

**Insurance Company Name:** \_\_\_\_\_

**Medical Policy/Group Number:** \_\_\_\_\_

**Medical Allergies:**

**Emergency Phone # :** \_\_\_\_\_

**Mailing Address:**

**Email:** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_