

Youth Parkour at Final Results Fitness Release

Date Completed:

Youth's First Name:

Youth's Last Name:

Youth's Birth Date:

Youth's Current Age:

This waiver is required for all youth under 18 years of age.

The above signed ("Participant") desires to use the facilities, equipment or programs of Final Results Fitness/Parkour, 1100 Grosser Road, Gilbertsville PA 19525 ("Facility"). In consideration of Final Results Fitness/Parkour permitting them to use the Facility, I hereby agree to be bound by the terms of this Assumption of Risks, Release of Liability and Indemnification and by the provisions for the Rules and Regulations of Final Results Fitness/Parkour.

I hereby acknowledge, accept and agree that the sport of Parkour, the use of Final Results Fitness/Parkour facilities and other equipment/features/programs and activities offered by Final Results Fitness/Parkour (collectively, "Programs") involve inherent and significant risks. I am satisfied as to the information I have received regarding the Facilities and Programs and have had the opportunity to ask any questions that I wished and received thorough answers to my questions. I have examined the Facilities Program information and am aware that there are significant risks associated with Parkour, Obstacles and the use of the Facilities and participation in Programs; including but not limited to:

- All manner of injury resulting from my falling off or from features, and obstacles, hitting the floor or ground, wall, features, obstacles and people, whether permanently or temporarily in place.
- Any cuts and abrasions or other injuries resulting from activities on or near obstacles and training areas.
- Failure or misuse of any part of the obstacles and training areas.
- Failure to follow the Final Results Fitness/Parkour rules and regulations, employee's instructions or failure to ask for information or assistance.

The risk of injury from the training, events and activities at Final Results Fitness/Parkour is significant, including the potential for permanent paralysis and death, and while particular training, skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

I fully assume the risks, both known and unknown, of exposure, illness or death related to infectious diseases, including but not limited to MRSA, influenza, and COVID-19, even if arising from the negligence of the released parties or other participants.

I, the undersigned, agree to adhere to COVID-19 safety protocols that Final Results Fitness/Hurakane Alley has adopted and posted throughout the building, on the website and in other communications. These protocols include, but are not limited to, social distancing, wiping down equipment before and after use, and following appropriate CDC and state guidelines in regards to the wearing of a face mask, temperature screening and hand washing. Failure to abide by these protocols may result in the suspension or termination of my membership agreement and all fees that may apply.

I further acknowledge that the above list is not inclusive of all the possible risks associated with the use of the Facilities or Program participation and I agree that such list in no way limits the extent or reach of this Release. If I see or hear anything that I feel is questionable or dangerous, it is my responsibility to ask or inform Final Results Fitness/Parkour employees until corrected or satisfactorily answered.

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I certify that I have no medical, physical or other conditions that could interfere with my activities and will follow or give directions while participating in any activity within Final Results Fitness/Parkour. I have read, understand and agree to comply with the Final Results Fitness/Parkour rules and regulations.

Final Results Fitness/Parkour reserves the right to use any photograph or video taken at Final Results Fitness/Parkour for promotional material, brochures, and/or website, whether in the course of a class, party, lesson, birthday party, private group or otherwise.

I also agree to release and discharge Final Results Fitness/Parkour, Final Results Inc., and all of their respective officers, directors, shareholders, members, partners, employees, agents and representatives, as well as all other persons, corporation, or other entities that might have any liability to me (the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or otherwise involving the Facilities or Programs. This Release is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to the negligence of any Released Parties. I further agree to indemnify, hold harmless, and defend the Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by a Released Party as a result of using the Facilities or participating in any activity sponsored by or involving Final Results Fitness/Parkour.

The laws in the State of Pennsylvania shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability thereof. I agree that any lawsuit brought against any Released Party shall be brought solely in the Pennsylvania courts of competent jurisdiction. I hereby voluntarily waive any right I may have to a trial by jury in any action, proceeding, or litigation involving any released part.

This is to certify that I am the parent or guardian of the minor Participant named above, having legal responsibility for this minor, and I do hereby consent (with the approval of my spouse, if any) to the minor's participation at Final Results Fitness/Parkour and agree to the Release of Liability as provided above and hereby make and enter into each and every representation, certification, waiver, release, assumption and indemnity described above in the Release of Liability on behalf of myself, the minor, and our heirs, assigns, personal representatives, and next of kin.

I agree to give up my rights, the minor's rights, and the rights of any other parent or guardian to maintain any claim or suit against Final Results Inc, Final Results Fitness/Parkour, arising out of the minor's presence or participation in Final Results Fitness/Parkour activities. I further agree to hold harmless, defend, and indemnify Final Results Inc., Final Results Fitness/Parkour of and from any claims from third parties arising from or related to the minor child Participant's participation or involvement in any Final Results Fitness/Parkour activities.

Parent/Guardian Name:

Street Address:

City:

State:

Zip:

Phone number:

Parent/Guardian Signature _____