

New Heights Fitness and Martial arts Safety and Indemnification Release

In participating in New Heights Fitness Activities, I hereby agree to follow all safety guidelines and regulations as listed as follows

1. Safety equipment must be worn and approved by New Heights Fitness staff and must include mouthguard, approved gloves, approved foot coverings (toes must be covered), groin cup (for males), head gear.
2. Contact will be kept light with no intent to cause harm to other participants. New Heights Fitness reserves the right to remove any participant for any amount of contact deemed excessive by New Heights Fitness staff or instructors
3. When working with a partner, both participants must agree to consent to all terms of the activities before beginning. Participants are prohibited from acting in a manner outside of the consent of other participants (e.g. takedowns, grappling techniques, submission holds).
4. When grappling, tapping the ground or the body of either participant with the hand or foot, or saying the word "tap" signifies the end of the activity and all participants must disengage immediately.

Failure to follow any of the above rules will result in immediate removal from all activities and may result in participant being prohibited from future events at New Heights Fitness

In consideration of participating in New Heights Fitness activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence New Heights Fitness LLC and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that all New Heights Fitness activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; death as a result of drowning or brain damage caused by near drowning; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

Print Name _____ Signature _____

Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Print Name _____

Date _____

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