

**RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNIFICATION AGREEMENT**

Adult

Print First Name Middle Initial Last Name

Child

Print First Name Middle Initial Last Name

WARNING, THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING IT, YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES OR DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR PARTICIPATION IN **ZOMBIEFIT** CLASSES OR ACTIVITIES, INCLUDING BUT NOT LIMITED TO: PARKOUR, FREERUNNING, CONDITIONING SESSIONS, PERSONAL TRAINING, FITNESS ACTIVITIES, WEIGHT-LIFTING, GYMNASTICS MOVEMENTS AND/OR ANY OTHER ACTIVITY PERFORMED UNDER THE DIRECTION OR INSTRUCTION OF **ZOMBIEFIT** EMPLOYEES, AGENTS AND/OR OWNERS. YOU WILL BE RELEASING THE LANDLORD AND/OR OWNER OF RECORD, MANAGEMENT COMPANY, LESSEE OR LESSOR OF ANY PROPERTY UPON WHICH THE ABOVE-REFERENCED ACTIVITIES TAKE PLACE OF ALL LIABILITY FOR ANY PERSONAL INJURIES OR DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES. THIS AGREEMENT ALSO REQUIRES YOU TO INDEMNIFY AND HOLD HARMLESS THE PERSONS RELEASED FROM ANY LOSSES, LIABILITIES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES. YOU SHOULD HAVE AN ATTORNEY REVIEW THIS DOCUMENT PRIOR TO SIGNING IT.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

WARNING: PARKOUR & FREERUNNING IS DANGEROUS!!! I, the undersigned, acknowledge and agree that the participation in **ZOMBIEFIT** training sessions and classes, and all of the included activities has **INHERENT RISKS**. Those risks include, but are not limited to the following:

1. Injuries or death resulting from the proper or improper performance of, or negligent misuse of parkour, freerunning and **ZOMBIEFIT** skills and movements as well as all related parkour, freerunning and **ZOMBIEFIT** activities.
2. Injuries resulting from slips, trips, falls sustained, or the physical demands associated with the performance of parkour, freerunning or **ZOMBIEFIT** related activities.
3. Injuries resulting from the falling or other negligent and/or accidental acts of other persons who may come into contact with me or from any falls or other negligent and/or accidental acts in which I come into contact with other persons.
4. Injuries that occur from the NEGLIGENCE or lack of adequate training of those volunteers or employees or owners of **ZOMBIEFIT**, who seek to assist with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the NEGLIGENCE of the owners, operators, employees, or volunteer assistants of **ZOMBIEFIT**, or the NEGLIGENCE of other students, spectators, or persons who may be present at **ZOMBIEFIT** training sessions or classes.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in performing parkour, freerunning and/or **ZOMBIEFIT** related activities. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH. **Initial** _____ (If participant is under 18, Parent/Legal Guardian must initial.)

RELEASE AND PROMISE NOT TO SUE

In consideration of my observing or participation in ZOMBIEFIT training sessions and classes, I hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE, and PROMISE NOT TO SUE, ZOMBIEFIT, or any officer, director, member, employee, volunteer, or agent of ZOMBIEFIT or any other student or person taking part in any ZOMBIEFIT activity. It is my express purpose to bind myself, my heirs, my administrators and my executors hereby. In consideration of my observing or using the facilities or equipment and/or in consideration of my participating in the classes or activities sponsored by ZOMBIEFIT, I also hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE, and PROMISE NOT TO SUE the designers, manufacturers or installers of the facilities or equipment of ZOMBIEFIT or the landlord, property manager, lessee or lessor of the property where the ZOMBIEFIT related activities took place. This agreement releases the aforementioned persons from any liability to me, my heirs, or next of kin, assigns, or personal representatives, for any losses or damages or claims or demands arising out of my PERSONAL INJURIES, damage to my PROPERTY, or from my DEATH. If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provisions, and to this end the provisions of the Agreement are to be severable. This Agreement shall be governed by the laws of the State of Illinois. **Initial** _____ (If participant is under 18, Parent/Legal Guardian must initial.)

INDEMNIFICATION AGREEMENT

In consideration of my observing or using the facilities or equipment of ZOMBIEFIT, and/or in consideration of my participating in the classes or activities sponsored by ZOMBIEFIT, I agree to indemnify and hold harmless the persons RELEASED and DISCHARGED by me from any loss, liability, damages or cost, including reasonable attorneys' fees, that they may incur due to the presence of any claims or actions by me, or by my heirs, next of kin, assigns, or personal representatives, arising out of my observing or using the facilities or equipment of ZOMBIEFIT or the participation in a ZOMBIEFIT event and/or class. **Initial** _____ (If participant is under 18, Parent/Legal Guardian must initial.)

I HAVE READ THIS AGREEMENT THOROUGHLY AND UNDERSTAND THE TERMS. NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. I AGREE TO SAID TERMS. (ALTERATIONS OR MODIFICATIONS TO THIS DOCUMENT ARE NOT ALLOWED)

Signature (If participant is under 18, Parent/Legal Guardian must sign.)
I am the parent or legal guardian of the minor and I am signing this release on behalf of the minor.

Date

Street (Print)

City, State, Zip

Participants Birth Date **Age**

Phone Number

Emergency Contact Name

Phone Number

Email Address

Do you know of, or have your been advised of, any medical conditions that the participant have that would prevent you from safely, participating in the activities of parkour, freerunning or physical fitness conditioning (to include but not limited to: gymnastics movements, calisthenics, weight-training, sprinting, Olympic lifting, and functional fitness movements).

YES / NO - If YES, please describe:

