



Assumption of Risk, Waiver of Liability, Covenant Not to Sue, Hold Harmless Agreement and Releases.

I, _____ (Participant) in consideration of acceptance of my enrollment and participation in the classes and programs offered by and at C.O.R.E Fitness & Boxing Club, do hereby agree as follows:

- I understand that C.O.R.E. Fitness & Boxing Club is a full body fitness program that is initiated on a voluntary basis.
- I acknowledge and agree that my participation any activity led, taught or assembled by C.O.R.E. Fitness & Boxing Club (“Activity or Activities”), is a voluntary athletic activity which involves an inherent risk of exposure to bodily or personal injury to me or others; that there are risks, hazards and dangers inherent in such activities and in the training, preparation for, and travel to and from such activities. Dangers potentially related to the Activity may include, but are not limited to broken bones, strains, sprains, cuts, abrasions, bruises, heart attack, heat exhaustion and death. For purposes of this document, any offsite Activities are included and covered hereby.
- I acknowledge and agree that:
 1. I am aware that it is my sole responsibility to participate only in those activities for which I have the prerequisite skills, qualifications, preparations, and training.
 2. I have read and understand the conditions applicable to the Activity.
 3. C.O.R.E. Fitness & Boxing Club does not warrant or guarantee in any respect the competency or mental or physical condition of any person affiliated with the Activity, including the instructors, participants and other persons and,
 4. C.O.R.E. Fitness & Boxing Club makes no warranty as to the condition, safety or suitability of any equipment, property, or premises for any purpose if that equipment, property or premises is not directly controlled by C.O.R.E. Fitness & Boxing Club
- In consideration for C.O.R.E. Fitness & Boxing acceptance of my participation in the Activity, I do hereby **RELEASE, DISCHARGE AND COVENANT NOT TO SUE C.O.R.E. Fitness & Boxing Club**, its officers, agents, servants or employees (“RELEASES”) of and from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury including death, that may be sustainable by me, or to my property, while participating in the Activity or while in, on or upon the premises where the activity is being conducted, regardless of the cause. I am fully, personally and exclusively responsible for any cost or expense for medical, hospital, doctor, dentist or other healthcare provider services of any nature which I may incur arising from or relating to events occurring while participating in the Activity or while in, on or upon the premises where the activity is being conducted. I further hereby agree to INDEMNIFY AND HOLD HARMLESS the RELEASES from any loss, liability, damage or costs, including court costs and attorney fees that they may incur due to my participation in the Activity.
- The Release, Covenant Not to Sue, Waiver of Liability and Hold Harmless Agreement of the preceding paragraph shall be binding upon my heirs, personal representatives, and assigns, specifically including but not limited to members of my family and spouse.
- I consent to the making, using, keeping and distributing, of photographic, audio and video recordings by or on behalf of C.O.R.E. Fitness & Boxing Club of any Activity in which I may participate and of the premises where such Activities occurs, including of my image, voice or both, and to any use of such photographs, audio or video by C.O.R.E. Fitness & Boxing Club ; regardless of whether these materials are used for fundraising, advertising, publicity or any other purpose on behalf of C.O.R.E. Fitness & Boxing Club, without fee or compensation to me and without prior consent or approval of such use. All such photographs, audio and video recording shall be and remain the property of C.O.R.E. Fitness & Boxing Club unless otherwise agreed in writing.
- CO.R.E. Fitness & Boxing Club reserves the right to change the instructors, schedule or location of any Activity. C.O.R.E. Fitness & Boxing Club will make all reasonable efforts to reasonably advise Participant of any such change, but shall not be liable for any expense incurred by Participant related to such a change, nor shall it be obligated to refund any Fee already paid or modify any existing Fee payment arrangement due to such change.
- I acknowledge and agree that certain Activity leaders at C.O.R.E. Fitness & Boxing Club are independent, third parties and not employees or agents of C.O.R.E. Fitness & Boxing Club. Such independent Activity leaders may require separate participation or activity agreements with the Participant, but in no event shall any term, condition or covenant of such separate agreement with the Participant modify, amend, supersede or alter the terms, conditions and covenants of this Participation Agreement unless specifically agreed by Participant and C.O.R.E. Fitness & Boxing Club in a subsequent writing. Payment of any fees or costs required of Participant by such third-party leaders is independent of the Fees reserved hereunder and

the Fees reserved in this Participation Agreement shall not be offset or rebated due to such separate fee or cost incurred by Participant to a third party leader.

I warrant that I am at least 18 years of age and that I am legally competent to execute this Participant Agreement. I further attest that I have read this consent form and fully understand its contents. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements or inducements, apart from the foregoing written agreement, have been made; and this Participation Agreement is the full and complete agreement of the parties.

I am under the age of 18, Participation's Parent/Guardian consents to the minor's participation in the event, consent to the entirety of this Participation Agreement, including the Release, Covenant Not to Sue, Waiver of Liability and Hold Harmless Agreement. Parent / Guardian further grants consent and authority to C.O.R.E. Fitness & Boxing Club to seek reasonable and necessary medical treatment for minor Participants for injuries incurred during the Activity or on the premises, and agrees to be solely and exclusively responsible for the cost of such treatment.

This Participation Agreement shall be construed and interpreted in accordance with the laws of Illinois.

Date: _____

PARTICIPANT:

Print Name

Signature

PARENT / GUARDIAN:

Print Name of Child

Signature

Print Name of Parent / Guardian

Signature

Email: _____

Phone Number: _____

Initials _____