



## Waiver & Release/ Signature of Consent/ Parent & Guardian Waiver

You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any Fusion Fitness • Aquatics amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in these activities and use of these facilities and premises and **assume all risks** of injury, illness, or death. You agree to always follow the advice of your physician concerning any and all aspects of your health. We are also not responsible for any loss of your personal property. You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a release of liability. You expressly agree to indemnify and hold harmless Fusion Fitness • Aquatics, and its affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action, and you agree to voluntarily give up or waive any right to bring a legal action against Fusion Fitness • Aquatics or its affiliates for negligence, personal injury, or property loss or damage.

**If an individual breaks any of Fusions policies, exhibits inappropriate behavior that could possibly endanger themselves, members, or staff, or disregards authority from any staff member, they will be instructed to leave the premises immediately. When deemed appropriate, the facility may also bring the matter to the attention of the proper law enforcement.**

**Note:** Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force.

### ***Signature of Consent***

I have read the rules and regulations pertaining to my use of Fusion Fitness • Aquatics. I, all individuals listed on the membership, and any guest I bring will comply with these requirements, as well as all other posted rules and regulations, with the understanding that if I do not, my membership privileges, guest privileges, and any membership dues paid will be forfeited.

### ***Parent & Guardian Waiver***

You agree that you are aware that the child/children named below will be engaging in physical exercise involving various sports, events, aquatic activities, and general fitness training which could cause injury to him/her. You understand that the child is voluntarily participating in these activities and assume all risk of injury that may result from engaging in any exercise program or sports related event including tripping, slipping or falling on or off the club premises. You hereby offer to waive any claims or rights that you might otherwise have to sue the club, or employees, owners, officers, or agents for any injury that might occur.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Child's Name/s \_\_\_\_\_

**As physical activity is potentially hazardous and may involve certain risks, FUSION recommends you consult with your physician.**