



FitBrainiacs Liability Waiver and Release

I, _____, the parent/guardian (hereinafter referred to as "Parents/Guardians") of _____ (hereinafter referred to as "Participant") having enrolled my child in a FITBRAINIACS program, being of legal age, acknowledge, understand, and agree to the following:

1. To the fullest extent permitted by law, we give full, final, and unconditional permission for the Participant to participate in any and all training, workouts, conditioning, games, sports, and other functions, all in which are hereinafter referred to as "Activities", sponsored, hosted, coordinated, or attended in whole or in part, by FITBRAINIACS.
2. To the fullest extent permitted by law, we understand the nature and danger of the Activities and believe that the Participant is now fully qualified to participate in all of them. We FULLY UNDERSTAND that the Activities involve risks and dangers of **BODILY INJURY, INCLUDING PERMANENT DISABILITY**; these risks and dangers may be caused by the Participants own actions, or inactions, or the actions or inactions of others participating in the Activity, the condition in which the Activity takes place or THE NEGLIGENCE OF THE "RELEASEES NAME BELOW; and **WE FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of Participants participation in any Activities.
3. To the fullest extent permitted by law, we **HEREBY UNCONDITIONALLY IRREVOCABLY, FULLY AND FINALLY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS FITBRAINIACS**, as well as any and all of their respective employees, officers, directors, members, organizers, sponsors, supervisors, leaders, participants, officials, referees, volunteers, coaches, agents, and representatives as well any and all other participants, other participants' parents and legal guardians (each considered one of the Releasees" herein) from any and all claims and negligence (active or passive), strict tort liability or otherwise. (Including but not limited to claims and damages for injury, illness or death) whether known or unknown, now existing or arising at any time in the future which arise by reason of or in any way related to this Agreement or any of the Activities.
4. To the fullest extent permitted by law, we and each of us, further agree that if, despite this release, we or anyone on any of our behalf makes a claim against any of the Releasees named above, **WE WILL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**
5. To the fullest extent permitted by law, we, and each of us, hereby authorize FITBRAINIACS personnel, to act for us in any emergency situation requiring medical transportation, treatment, or attention and to authorize any or all of the same on our behalf and at our sole cost and expense.
6. PHOTO RELEASE: FITBRAINIACS may take pictures/video of all participants for the following reasons: (1) To show and detail to Parents/Guardians what the Participants are involved in throughout the program and (2) To use the photos/videos promotionally on the FITBRAINIACS web page, social media, print materials, slide shows, and other forms of FITBRAINIACS marketing.
7. **WE HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Signature, Parent/Guardian

Printed Name, Parent/Guardian

Date