



DIAMONDFIT

PERFORMANCE

New Participant Waiver

Athlete's Printed Name

Athlete's Age

Date

IN CONSIDERATION of being permitted to participate in any way in the DiamondFit Performance activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participate in the Activity. I recognize that the program may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities involving fitness equipment. I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participate in this exercise program. I acknowledge that my enrollment and subsequent participation is purely voluntary. I HERBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limited to, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.
2. FULLY UNDERSTANDING THAT: DiamondFit, LLC (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, or others precipitating in the Activity, the condition in which the Activity take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation of that of the minor in the Activity.
3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE DiamondFit, LLC, their respective administrator, management, coaches, independent contractors, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered

one of the \\“RELEASES” \\ herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES “ OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OR LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS AND PROMISE NOT TO SUE EACH OF THE RELEASEES from any litigation expenses, medical expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of each claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT 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 AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

BY SIGNING, I HEREBY AFFIRM THAT I AM OVER THE AGE OF 18 YEARS.

Printed Name & Signature of Legal Guardian

Date

PHOTO RELEASE

I grant DiamondFit, LLC, the right to take photographs of me, my family and my child in connection with the above-identified event. I authorize it assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that DiamondFit, LLC may use such photographs without names and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

Printed Name & Signature of Legal Guardian

Date