



# CEi Fitness-Hurdle Clinic

## Waiver, Release of Liability, and Assumption of Risk

### READ CAREFULLY BEFORE SIGNING

I have been informed, understand and am aware that activities such as, but not limited to running, jumping, and other fitness and movement activities, cardiovascular, flexibility and/or strength exercises are potentially hazardous activities. I also have been informed, understand and am aware that fitness and movement activities involve a risk of injury; including the risk of death or serious disability, and that I am voluntarily participating in these activities with full knowledge, understanding and appreciation of the danger involved. I hereby agree to expressly assume and accept any and all risks of injury, illness, death, or related situations. \_\_\_\_\_ (please initial)

In consideration of being allowed to participate in fitness training and activities with CEi Fitness, facilities, equipment and services, the undersigned acknowledges, appreciates, and agrees that:

The risk of serious injury, including but not limited to permanent paralysis, injury and death, is significant and does exist, even though particular rules, equipment and personal discipline may reduce the risk; and

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence or omission of Cherokee Enterprises International, CEi Fitness, and their officers, agents, employees, contractors and volunteers or others, and assume full responsibility for my participation; and

I willingly agree to comply with the stated and customary terms and condition of participation. If I observe any unusual significant hazard during my presence or participation, I will remove the hazard, if possible, discontinue my participation, and/or bring such to the attention of the nearest employee of CEi Fitness immediately.

I, for myself, my heirs, assigns, personal representatives and next of kin, do hereby forever waive, release, discharge, and hold harmless Cherokee Enterprises International, CEi Fitness, and their officers, agents, employees, contractors and volunteers from any and all claims or liabilities for injuries, disability, death, or loss or damage to person or property, whether arising from the negligence or omission of Cherokee Enterprises International, CEi Fitness, Diablo Valley College, Colleges of Contra Costa, or their officers, agents, employees, contractors and/or volunteers. \_\_\_\_\_ (please initial)

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent me from safe participation in health, fitness or movement activities with CEi Fitness. In entering into this Agreement with CEi Fitness, the undersigned acknowledges that this affirmative statement is a material consideration of participation in CEi Fitness programs.

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND SIGNIFICANCE, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I ACKNOWLEDGE, BEING AWARE OF MY OWN HEALTH AND PHYSICAL CONDITION, AND HAVING KNOWLEDGE THAT MY PARTICIPATION IN THIS HEALTH AND FITNESS PROGRAM MAY BE INJURIOUS OR HAZARDOUS TO MY HEALTH AND OR WELL BEING, THAT MY PARTICIPATION IN THIS FITNESS PROGRAM IS VOLUNTARY AND WITH FULL UNDERSTANDING, ACCEPTANCE, AND ASSUMPTION OF ALL RISKS INVOLVED.

This form is an important legal document that explains the risks you are assuming by taking place in exercise and movement activities. It is critical that you have read and understand this document completely.

\_\_\_\_\_  
(Participant's signature) Print and Sign Date signed: \_\_\_\_\_

#### FOR MINORS (UNDER 18)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this Waiver and Release and do consent and agree to his/her waiver, release, and assumption of the risk as provided above. I release and agree to indemnify and hold harmless Cherokee Enterprises International, CEi Fitness, and their officers, agents, employees, and volunteers from any and all liabilities for injury to the above minor while participating in the program, EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION of Cherokee Enterprises International, CEi Fitness, or their officers, agents, employees, and volunteers.

\_\_\_\_\_  
(Parent/Legal Guardian Signature) Print and Sign Date signed: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_