



Participant Waiver

First Name _____ Last Name _____

Street _____ City _____ State _____ Zip _____

Cell Phone _____

Date of Birth _____

E-Mail _____

If participant is under the age of 18

Parent Name _____ Cell Phone _____

In consideration of being permitted to participate in any way at SimplyFit LLC (hereinafter 'SimplyFit'), I agree as follows on behalf of myself and/or the minor child, as well as waive any rights for my personal representatives, assignees and or heirs at law to bring any action on behalf of myself, the minor child, my estate or the minor child's estate:

1. I as the participant, or as the parent/legal guardian of the minor child named above do on behalf of myself and/or the minor child, agree that I and/or the minor child will follow and comply with all rules and regulations put into effect by SimplyFit. I and/or the minor child further agree, that if we fail or refuse to comply with said rules and regulations, which may be modified at any time at the discretion of SimplyFit, I could face such consequences including but not limited to being asked to leave the facility and in specific cases suspension of my and/or the minor child's participation.

2. COVID 19, as the member, participant or as the parent and/or legal guardian of the minor child named above, I acknowledge and fully understand the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities recommend social distancing. I as the member, participant or as the parent and/or legal guardian of the minor child named above, further acknowledge that SimplyFit has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I as the member, participant or as the parent and/or legal guardian of the minor child named above, further acknowledge that the participation of activities at SimplyFit may result in close interaction with large groups of people that could increase my and/or the minor child's risk of becoming infected with the Coronavirus/COVID-19. I as the member, participant or as the parent and/or legal guardian of the minor child named above, further acknowledge that SimplyFit cannot guarantee that I and/or the minor child will not become infected with the Coronavirus/COVID-19. I as the member and/or participant or as the parent and/or legal guardian of the minor child named above understand that the risk of becoming exposed and/or infected by the Coronavirus/COVID-19 may result from actions, omissions, or negligence of myself and others at SimplyFit and other SimplyFit members, participants and their families.

3. I, as the participant or as the parent and/or legal guardian of the minor child named above do on behalf of myself and /or the minor child, my or the minor child's heirs, any personal representative of myself and/or the minor child, do hereby waive, release, discharge, and hold harmless SimplyFit, its officers, corporate entities administrators, directors, employees, partners, owners, sponsors, supervisors, affiliates, agents, advertisers and representatives from any and all cause of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act or failure to act of SimplyFit, or that may otherwise arise in any way in connection with any services received from or provided by SimplyFit whether the result of negligence, breach or any other cause of actions and understand that I am participating in and accepting services that may result in I or the minor child being exposed to the Coronavirus/COVID-19 and as a result accept that I and/or the minor child accept the risk of serious injury and/or illness, which may include permanent disability and even death, and severe social and economic losses which might result not only from own actions and/or the actions of the minor child's actions, but also from the action, inaction or negligence of others, the rules of play, or the condition of the premises, or any equipment used and further there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury and all losses, costs and damages, I and/or the minor child may incur, including, but not limited to medical treatment, illness, injury and death, which may occur in connection with my participation and/or the participation of the minor child at SimplyFit.

4. I, as the participant, or as the parent and/or legal guardian of the minor child named above, acknowledge, agree and represent that I and/or the minor child, are qualified, in good health and in proper physical condition to participate in the services provided by SimplyFit. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation at SimplyFit.

5. In addition to giving my full consent for myself as participant or as the parent/legal guardian of the minor child named above to participate in the services provided by SimplyFit. I as the participant and/or legal guardian of the minor child named above do hereby waive, release, discharge and hold harmless SimplyFit, its officers, corporate entities, administrators, directors, employees, partners, owners, sponsors, supervisors, affiliates, agents, advertisers and representatives for any injury, illness that may be suffered by myself and/or the minor child in the normal course of participation at SimplyFit and activities incidental thereto, whether the result of negligence, breach or any other cause of action.

6. I, as the participant, or as the parent and/or legal guardian of the minor child named above, understand that this release discharges SimplyFit, its officers, corporate entities, administrators, directors, employees, partners, owners, sponsors, supervisors, affiliates, agents, advertisers and representatives from any liability or claim that I and/or the minor child, my or the minor child's heirs, or any personal representative may have against SimplyFit with respect to any bodily injury, illness, death, medical treatment or property damage that may arise from or in connection to any services provided by SimplyFit. This liability waiver extends to SimplyFit any and all services, officers, corporate, administrators, directors, employees, partners, owners, sponsors, supervisors, affiliates, agents, advertisers and representatives of SimplyFit.

I have read this agreement, fully understand its terms, understand that I and/or the minor child named above have given up substantial rights by signing it freely without inducement or assurance of any nature and intend it to be 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.

Participant Signature _____

Parent/Guardian signature required if under 18 years of age _____ Date _____