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WAIVER AND RELEASE FROM LIABILITY

PARTICIPANT INFORMATION

TODAYS DATE:

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____ D.O.B/Age _____

Email: _____ Male _____ Female _____

Emergency Contact: _____ Phone: _____

Parent/Guardian: _____ Phone: _____

PARENTAL CONSENT AND RELEASE IF UNDER THE AGE OF 18

I am signing this Waiver/Liability Release form on behalf of a minor less than 18 years of age.

I represent and warrant that I am the parent/and or legal guardian of the minor child and that the child is in good health and does not have any special problems associated with the care of the child.

I fully accept responsibility for all of the child's medical expenses incurred in connection with the use of our facility.

I agree to indemnify Phamily Fun & Fitness LLC for any and all claims brought by the child or any person acting on his or her behalf.

I agree to indemnify Phamily Fun & Fitness LLC for any and all claims brought by a third party arising in connection with the child's participation in the facility.

Complete details are below and on the back of this waiver and by signature, I agree to this Waiver and Release and I affirm the validity of this Waiver and Release.

Parent or Guardian (Signature/Relation)

Date

Parent or Guardian (Signature/Relation)

Date

WAIVER AND RELEASE FROM LIABILITY IF 18 YEARS OF AGE OR OLDER

I am signing this Waiver/Liability Release form on behalf of myself if 18 years or older:

I understand the Rock Climbing, Obstacle Training Course and Fitness among the event parties and recreational activities, can be considered dangerous and involve risks such as injury and death. I fully understand the potential risks involved and include but are not limited to: loss of control, utilizing the facility, participating in exercise programs, and any information construed as advice.

Despite the risks involved in the facility and in consideration being allowed to participate in the activities, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH, that might be associated or connected with Phamily Fun & Fitness LLC, including, but not limited to, the use of equipment, participation in instruction, special events, volunteering, and participating in the facility beyond the supervised area. Furthermore, to the fullest extent allowed by law, I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY PHAMILY FUN & FITNESS LLC, CUONG PHAM, employees, landowners, sponsors, and anyone affiliated with the company for any damage, injury, or death to me arising from participation in the sport or use of the facilities, regardless of cause, including the negligence of PHAMILY FUN & FITNESS LLC.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER. I understand that this Release of Liability will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death or me arising out of participation in the sport or use of the facilities, I agree to defend, indemnify and hold harmless Phamily Fun & Fitness LLC for any damages, attorney's fees, costs associated with arising out of such a lawsuit. With a complete and full understanding of this Release of Liability and Express Assumption of Risk Agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, legal representatives, and any other person acting on my behalf. I also agree to indemnify Phamily Fun & Fitness LLC for any and all claims brought by a third party which arise from the participant's or my participation in the facility. I grant exclusive permission to Phamily Fun & Fitness LLC to use my name, likeness, and photograph for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration. **More details on back**

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY.

SIGNED: _____

DATE: _____

PRINT NAME: _____

WAIVER AND RELEASE FROM LIABILITY for PHAMILY FUN & FITNESS (pg.2)

I, "Participant" or "Participant's parent or legal guardian", have requested the use of Phamily Fun & Fitness LLC facilities and/or equipment, or the purchase of provision of lessons, instruction and/or training related to obstacle courses, rock climbing, weightlifting, boxing, running, jumping, throwing, nutrition, injury prevention, and/or activities incidental thereto, individually and collectively and use of equipment and facilities at 404 Wimbledon Road, Edmond, Ok 73003 and/or any public or private location (collectively, facilities and equipment). I understand that this waiver and release from liability is being executed in favor of Phamily Fun & Fitness LLC and its owners, agents, and employees ("Releases").

I understand and acknowledge that serious disabilities, illness, death, accidents, injuries can occur during any of our activities including but exclusive to obstacles, rock climbing, personal training, ninja training, and the use of the facilities and equipment in which these activities are held, whenever or however they occur for such period said activities may continue. I further understand and acknowledge that attending, participating in, volunteering at Phamily Fun & Fitness, LLC activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment or events which have potential cause to illness, serious injury, disability, death or property loss. Knowing the risks inherent in and connected with these activities, conditions, equipment or events, and with the full understanding of the activities I will be performing, on behalf of myself, my executors, administrators, heirs, successors, assign, and next of kin, I hereby fully assume the risks of injury, illness, disability, death, or loss or damage to person or personal property inherent, and/or in any way connected with attending participating in, spectating an event or activity at the facility even if arising from negligence of other persons executing a similar waiver and release of liability.

I understand that I will not be permitted to participate in any Phamily Fun & Fitness LLC activities without executing this **Waiver and Release**. As a condition of my participation in Phamily Fun & Fitness LLC activities, I grant Phamily Fun & Fitness LLC and its employee's, members, partners, and agents perpetual and non-revocable permission to use my name, photographs, videos in which my image and likeness appears in connection with my participation in Phamily Fun & Fitness LLC programs/events including advertising, media, electronic displays and transmissions thereof (herein "Likeness Rights"). I release Phamily Fun & Fitness LLC and its employees, members, partners, officers, and agents from any and all liability for damages for use in any manner of media of Likeness Rights and waive any and all claims and causes of action for damages for use of the Likeness Rights, including but not limited to: unauthorized use of my likeness, image, character or persona; violation of my right or publicity or privacy; and for copyright or moral rights infringement, defamation or being cast in a bad light.

I understand and agree that this agreement is a full and final release covering all known and unknown and unanticipated injuries, debts, claims, or damages to him/her that have arisen or may have arisen from any matters, acts, omissions, or dealings released in this agreement, including but not limited to the use of the photographs and Likeness Rights. The undersigned acknowledges that he/she is aware that he/she may discover acts in addition to, or different from, those which he/she knows or believes to be true, but it is his/her intention hereby, fully and finally and forever, to settle and to release any and all

matters, disputes, differences, known or unknown, suspected or unsuspected, that do now exist, may exist or heretofore have existed with respect to these matters described herein. I expressly waive and relinquish any and all rights or benefits that I may now have, or in the future may have as to these matters released herein, similar law or any state or territory of the United States. Said section provides as follows: “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” By signing this waiver, the undersigned also waives any and all rights he/she may have independently or on my behalf, in connection with my image or likeness on such photograph(s) and Likeness Rights, and consents to, joins with and ratifies all grants of permission, waivers, discharges and release set forth herein above.

I agree not to bring any claim against Phamily Fun & Fitness LLC, which claims may conduct in any way of injury, death, damage or loss of any type or nature, which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at or spectating at Phamily Fun & Fitness LLC activities and/or which arise in any way with my use of, or my presence at the facility(ies) at which these activities are held, whether in injury, death, disability, loss or damage is caused in whole or in part by negligence, gross carelessness, or other acts or failure to act of those persons or entities.

PARENTAL CONSENT AND RELEASE-IF UNDER AGE OF 18

By signing the front page, The undersigned parent/nature/legal guardian of “Participant” hereby executes the foregoing Waiver and Release on behalf of the minor named herein and I hereby bind myself; the minor named herein as his/her executor, administrators, heirs, successors, assigns, and next of kin, to the terms of this Waiver and Release. I represent that I have the legal capacity and authority to act for, or on behalf of, the minor names herein. I agree to indemnify and hold harmless the persons and entities names herein from any claims and liabilities, which may be assessed against them as a result of, or arising out of my legal capacity or my authority to act for and on behalf of the minor named herein in the execution of the Waiver and Release or my execution of the Waiver and Release.