

## Minor Health & Fitness Liability Waiver/Informed Consent Form

I, \_\_\_\_\_ am voluntarily enrolling my child, \_\_\_\_\_ in a fitness or coaching program offered through The Up! Factory. 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.

I understand that my child is participating at their own risk regardless of pre existing physical or mental conditions or ailments. It is my responsibility and the responsibility of my child to inform each instructor of each class/service in which he/she participates of any existing conditions, whether physical or mental. I have been advised that my child should obtain an examination by a physician prior to commencing a fitness and/or exercise program, or initiating a subtle change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent for my child prior to beginning this fitness program, I hereby agree that I am doing so solely at my own risk. I understand that it is the responsibility of my child participate in exercises that are appropriate for the current status of his/her health. If I or my child have any questions or concerns about whether or not a particular activity is appropriate to his/her current health status, I understand it is my and my child's responsibility to ask his/her doctor beforehand.

I and my child understand that any exercise or fitness activity involves risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death. We are accepting such risks and volunteering to participate with full understanding of the dangers involved. In consideration of \_\_\_\_\_'s participation in this program, I hereby waive and release The Up! Factory and it successors and assigns, from any and all claims, costs, liability and expense for any injury, loss or damage whether known, anticipated or unanticipated arising from my voluntary participation and enrollment.

I understand that this program is not medically supervised. Exercise activities are led by independent fitness instructors or other program participants who are not employees or agents of The Up! Factory. I agree to not hold The Up! Factory responsible for the actions or omissions of the independent instructors or program participants.

### **Pregnancy**

I hereby acknowledge that it is my child's responsibility to communicate any psychological or physical concerns or conditions including pregnancy to staff members and instructors at the beginning of each class/session every time she participates. I understand that any changes occurring in my health or the health of

her unborn children, if applicable, are at the mercy of her own decisions and/or doctors' recommendations resulting in but not limited to miscarriage.

I assume full responsibility for all my children, dependents, family members, and guests on site or at an event.

I and my child agree not to solicit to other members of The Up! Factory in or around the premise.

I understand that The Up! Factory may, in its sole discretion and at any time, revoke my child's enrollment in any class or program.

I ACKNOWLEDGE THAT I, \_\_\_\_\_, AM THE PARENT OR  
Please Print  
LEGAL GUARDIAN OF \_\_\_\_\_ WE HAVE THOROUGHLY  
Please Print  
READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND IT. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY. BY SIGNING BELOW, WE ARE WAIVING CERTAIN RIGHTS OUR SUCCESSORS OR WE MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE UP! FACTORY, ITS AGENTS, EMPLOYEES, ORGANIZERS, OR REPRESENTATIVES.

\_\_\_\_\_  
Participant Name (please print)

\_\_\_\_\_  
Parent/Legal Guardian Name (please print)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date