

# WAIVER OF LIABILITY, RELEASE and AGREEMENT

## SST Program

In consideration of **Personal Performance Training, Inc. DBA: Fourth Power Fitness** (hereinafter "PPT") and **Sports Specific Training, Inc.** (hereinafter "SST") granting the athlete designated below permission to participate in the SST Training Program, the undersigned hereby waives, releases and discharges any and all claims for damages for personal injury, death or property damage, which may result not only from the athletes actions, inaction or negligence, but also from the actions, inactions or negligence of others and/or the condition of the property, facilities or equipment. The release is intended to discharge in advance PPT and SST, its officers, employees, members, trainers, affiliates, subsidiaries, heirs, assigns, insurers and agents (collectively "Releasees") from any and all liability arising out of or connected in anyway with participation in the training program whether the same shall arise by Releasees' negligence or otherwise. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks the undersigned hereby assumes those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on the athlete and any heirs and assigns, including the undersigned parent or legal guardian of a participating minor. The undersigned confirms that the athlete is physically able to participate in training and agrees to indemnify and hold PPT and SST, its officers, employees and agents free and harmless from any loss, liability, damage, cost or expense which may be incurred as a result of athlete's death, or any injury or property damage that athlete may sustain while participating in said activity.

The undersigned further acknowledges that training sessions at Fourth Power Fitness must be completed during the training cycle for which they were purchased. **Missed sessions may not be credited to subsequent cycles.**

Athletes may on occasion be photographed during training at Fourth Power Fitness. The undersigned hereby consents to the use of these photographs without compensation of the Fourth Power Fitness web site or in any editorial or promotional material produced and/or published by PPT and SST.

### Signature and Consent to Agreement, Release & Waiver

To be completed and signed by parent/guardian if applicant is under 18 years of age.

I am the participating athlete and am 18 years of age or older or I am the parent or legal guardian of the participating athlete. I have carefully read this Waiver, Release, and Agreement and fully understand and consent to its terms. I have investigated the risks involved in participation in the training and fully understand and assume such risks in accordance with this agreement. I am aware that this is a release of liability and a contract between PPT and SST and myself and sign it of my own free will.

**Athlete's Full Name:** \_\_\_\_\_ **Birth date:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State & Zip** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**Signature of Parent, Guardian or Athlete 18 Years or Older:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_