

## Activity Release and Indemnity Agreement – Adult

THIS RELEASE AND INDEMNITY AGREEMENT (“Release”) is made by the undersigned adult (I), to release and indemnify Advanced Care Fitness Inc., its parent company, affiliated or subsidiary companies, and all their respective officers, directors, agents, contractors, employees, heirs, successors, and assigns (collectively, Advanced Care Fitness Inc.), as set forth below.

- I AGREE TO ABIDE BY THE RULES OF ADVANCED CARE FITNESS INC., INCLUDING THE COMPLETION OF A PRE-ACTIVITY SCREENING QUESTIONNAIRE AND/OR HEALTH/MEDICAL INFORMATION QUESTIONNAIRE PRIOR TO PARTICIPATION IN ANY PHYSICAL ACTIVITIES AT ADVANCED CARE FITNESS INC. I FURTHER AGREE THAT ALL USE OF ADVANCED CARE FITNESS INC.’S FACILITIES, PROGRAMS AND SERVICES SHALL BE UNDERTAKEN AT MY SOLE RISK AND THAT ADVANCED CARE FITNESS INC. SHALL NOT BE LIABLE FOR ANY INJURIES, ACCIDENTS OR DEATH OCCURRING TO ME, INCLUDING THOSE RESULTING FROM ADVANCED CARE FITNESS INC.’S NEGLIGENCE, ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF MY PARTICIPATION IN OR USE OF ADVANCED CARE FITNESS INC.’S FACILITIES, PROGRAMS AND SERVICES. I, FOR MYSELF AND ON BEHALF OF MY EXECUTORS, ADMINISTRATORS, HEIRS AND ASSIGNS, DO HEREBY EXPRESSLY RELEASE, DISCHARGE, WAIVE, RELINQUISH, AND COVENANTS NOT TO SUE ADVANCED CARE FITNESS INC., ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES FOR ALL SUCH CLAIMS, DEMANDS, INJURIES, DAMAGES OR CAUSES OF ACTION, INCLUDING THOSE RESULTING FROM ADVANCED CARE FITNESS INC.’S NEGLIGENCE, ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF MY PARTICIPATION IN OR USE OF ADVANCED CARE FITNESS INC.’S FACILITIES, PROGRAMS AND SERVICES.
- I RELEASE ADVANCED CARE FITNESS INC. FROM ANY LIABILITY FOR MY INJURY OR DEATH, OTHER THAN INJURY OR DEATH RESULTING FROM GROSS NEGLIGENCE BY ADVANCED CARE FITNESS INC., INCLUDING THOSE CAUSED BY NEGLIGENCE BY ADVANCED CARE FITNESS INC. I AGREE NOT TO SUE ADVANCED CARE FITNESS INC., FOR BODILY INJURY, PROPERTY DAMAGE, OR DEATH OCCURRING TO ME AS A RESULT OF PARTICIPATING IN THE ACTIVITIES.
- I HEREBY ASSUME FULL RESPONSIBILITY FOR BODILY INJURY, PROPERTY DAMAGE OR DEATH DUE TO THE NEGLIGENCE OF ADVANCED CARE FITNESS INC. AND THE NEGLIGENCE OF ANY THIRD PARTY INCLUDING OTHERS PARTICIPATING IN THE ACTIVITIES.
- I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, ADVANCED CARE FITNESS INC. FROM ANY AND ALL CLAIMS ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES INCLUDING THOSE RESULTING FROM ADVANCED CARE FITNESS INC.’S NEGLIGENCE, AT MY SOLE COST AND EXPENSE.
- ALL PERSONAL PROPERTY BROUGHT TO THE ACTIVITIES, IS BROUGHT AT MY SOLE RISK AS TO ITS THEFT, DAMAGE, OR LOSS.

**Medical.** I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me during the Activities, as Advanced Care Fitness Inc. may deem appropriate.

**Severability.** I expressly agree that the terms of this release and indemnity are intended to be as broad and inclusive as is permitted by the laws of New York State permit. Any provision or portion of this document found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The remaining provisions or portions of this document shall then be construed and enforced as if such stricken provision or portion had not been contained herein.

**I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND INDEMNITY AGREEMENT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## Activity Release and Indemnity Agreement – Minor/Child

THIS RELEASE AND INDEMNITY AGREEMENT (“Release”) is made by the undersigned adult, as parent or legal guardian (“I”) on behalf of self and the below listed minor child(ren) (the “Participant”), to release and indemnify Advanced Care Fitness Inc. corporation, its parent company, affiliated or subsidiary companies, and all their respective officers, directors, agents, contractors, employees, heirs, successors, and assigns (collectively, Advanced Care Fitness Inc.), as set forth below.

- I, AS PARENT OR LEGAL GUARDIAN OF THE BELOW LISTED MINOR CHILD(REN) AGREE THAT THE LISTED MINOR CHILD(REN) WILL ABIDE BY THE RULES OF ADVANCED CARE FITNESS INC., INCLUDING THE COMPLETION OF A PRE-ACTIVITY SCREENING QUESTIONNAIRE AND/OR HEALTH/MEDICAL INFORMATION QUESTIONNAIRE PRIOR TO THEIR PARTICIPATION IN ANY PHYSICAL ACTIVITIES AT ADVANCED CARE FITNESS INC. I AGREE THAT ALL USE OF ADVANCED CARE FITNESS INC.’S FACILITIES, PROGRAMS AND SERVICES THAT ARE UNDERTAKEN BY THE LISTED MINOR CHILD(REN) WILL BE DONE SO AT MY SOLE RISK AND THAT ADVANCED CARE FITNESS INC. SHALL NOT BE LIABLE FOR ANY INJURIES, ACCIDENTS OR DEATH OCCURRING TO MY MINOR CHILD(REN), INCLUDING THOSE CAUSED BY ADVANCED CARE FITNESS INC.’S NEGLIGENCE, ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF PARTICIPATION IN OR USE OF ADVANCED CARE FITNESS INC.’S FACILITIES, PROGRAMS AND SERVICES. I, AS PARENT OR LEGAL GUARDIAN FOR THE LISTED MINOR CHILD(REN) AND ON BEHALF OF THEM, THEIR PARENTS OR LEGAL GUARDIANS, THEIR EXECUTORS, ADMINISTRATORS, HEIRS AND ASSIGNS, DO HEREBY EXPRESSLY RELEASE, DISCHARGE, WAIVE, RELINQUISH, AND COVENANTS NOT TO SUE ADVANCED CARE FITNESS INC., ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ALL SUCH CLAIMS, DEMANDS, INJURIES, DAMAGES OR CAUSES ACTION, INCLUDING THOSE RESULTING FROM ADVANCED CARE FITNESS INC.’S NEGLIGENCE, ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF THEIR PARTICIPATION IN OR USE OF ADVANCED CARE FITNESS INC.’S FACILITIES, PROGRAMS AND SERVICES.
- I HEREBY ASSUME FULL RESPONSIBILITY FOR BODILY INJURY, PROPERTY DAMAGE OR DEATH DUE TO NEGLIGENCE OF ADVANCED CARE FITNESS INC. AND THE NEGLIGENCE OF ANY THIRD PARTY INCLUDING OTHERS PARTICIPATING IN THE ACTIVITIES.
- I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, ADVANCED CARE FITNESS INC. FROM ANY AND ALL CLAIMS ARISING OUT OF PARTICIPANT’S PARTICIPATION IN THE ACTIVITIES INCLUDING THOSE RESULTING FROM ADVANCED CARE FITNESS INC.’S NEGLIGENCE AT MY SOLE COST AND EXPENSE.
- ALL PERSONAL PROPERTY BROUGHT TO THE ACTIVITIES, IS BROUGHT AT MY SOLE RISK AS TO ITS THEFT, DAMAGE, OR LOSS.

**Medical.** I on Participant’s behalf consent to emergency medical care and transportation in order to obtain treatment in the event of injury to Participant during the Activities, as the Advanced Care Fitness Inc. may deem appropriate.

**Severability.** I expressly agree that the terms of this release and indemnity are intended to be as broad and inclusive as is permitted by the laws of New York State permit. Any provision or portion of this document found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The remaining provision or portions of this document shall then be construed and enforced as if such stricken provision or portion had not been contained herein.

**I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND INDEMNITY AGREEMENT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_