

Fusion Wellness ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Participant Information

NAME: _____ Age: _____ M: _____ F: _____

ADDRESS: _____ ZIP: _____

(Under 18) Parent(s) Guardian(s) Full Name: _____

INSURANCE

****Fusion Wellness Center & First United Methodist Church of Sedalia are **NOT** providing insurance for participants in any of our programs. I am aware that the Fusion Wellness Center & First United Methodist Church of Sedalia are not providing secondary insurance to its participants.

_____ Initials of **participant** or parent/guardian if under 18 years of age.

RELEASE OF LIABILITY

I acknowledge that participating in any athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors, and or producer of the event, and lack of hydration. These risks are not only inherent to athletes, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I certify that I am physically fit, have sufficiently trained for participation of the event and have not been advised otherwise by a qualified medical person that I cannot participate. I acknowledge that this Accident Waiver and Release of Liability will be used by the event holder, sponsors, and organizers (Fusion Wellness Center & First United Methodist Church of Sedalia) in events in which I may participate and that it will govern my actions and responsibilities at said events. I also acknowledge that the Fusion Wellness Center & First United Methodist Church of Sedalia are not providing secondary insurance to its participants. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows.

1. Waive, release and discharge from any and all liability for my death, disability, personal injury property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, the organizer and the following entities or persons: Their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers, and event officials.

2. Indemnify and hold harmless the entities or persons mentioned in the paragraph from any and all liabilities or claims made by other individuals or entities as a result of my and any actions during this event. I am voluntarily participating in athletics/classes for the Fusion Wellness Center & First United Methodist Church of Sedalia and have read the eligibility rules and I am not in violation of such rules. The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document and I understand its contents.

ENTRANT/PARTICIPANT _____ **DATE** _____

Parent or Guardian for Minors (Under 18 years of age)

In consideration of the permission granted to my child/ward by the Fusion Wellness Center & First United Methodist Church of Sedalia to participate in an athletic event, I release the Fusion Wellness Center & First United Methodist Church of Sedalia, its agents and employees from all actions, causes of action, damages, claims or demands which I, my heirs, executors, administrators, or assigns may have against the Fusion Wellness & First United Methodist Church of Sedalia, and other above described parties, for all personal injuries known or unknown which my child/ward has or may incur by participating in the above described activity. I am aware of the nature of the athletic activities involved and I hereby assume responsibility for myself and/or child/ward to participate.

The undersigned parent and/or natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian. I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

PARENT/GUARDIAN OF PARTICIPANT _____ **DATE** _____