

## Waiver and Hold Harmless Release of Liability

In consideration of my participation in training sessions (private and group), coaching sessions, lessons, and/or clinics or any private fitness, training or strength and conditioning or coaching sessions (hereinafter "Activity") conducted by **Ran Kirby Sports Fitness LLC and/or Donald F. Kirby II** (hereinafter collectively "Kirby"), I agree to the following:

I HEREBY ACKNOWLEDGE that I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses, associated with participation in training sessions (private and group), coaching sessions, lessons, and/or clinics or any private fitness or training sessions conducted by Kirby.

I HEREBY ACKNOWLEDGE that I will only participate in an Activity conducted by Kirby, or activities in which I believe I am physically and psychologically prepared to participate.

I HEREBY RELEASE, discharge, and covenant not to sue Kirby, and owners and lessors of premises on which the Activity takes place, from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorneys fees, loss, liability, damage, or cost which any may incur: (i) as the result of such claim, and (ii) as a result of any claim asserted against any of the Releasees arising out of any conduct of mine alleged to have been negligent, improper, or unlawful.

I HEREBY GIVE MY CONSENT to Kirby, to, in the event of an emergency, through a medical staff of its choice, provide customary medical/athletic training attention, transportation and emergency medical services as warranted in the course of my participation in any Activity conducted by Kirby.

I HAVE READ this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance notwithstanding, shall continue in full force and effect.

I CONFIRM that I have medical coverage/insurance.  
Insurance:

**Participant Primary Medical Insurance Carrier:** \_\_\_\_\_ **Policy Number:**  
\_\_\_\_\_ **Group Number:** \_\_\_\_\_

**Signature of Participant** \_\_\_\_\_ **Date** \_\_\_\_\_

---

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD: As legal guardian of this participant, I hereby verify by my signature below that I have read and fully understand each of the above conditions for permitting my child to participate in training sessions (private and group), coaching sessions, lessons, and/or clinics or any private fitness or training sessions conducted by RanKirby Sports Fitness and Donald F. Kirby II, and I accept each of the above conditions, especially the waiver and release set forth in paragraph one.

**Signature of Parent/Guardian Printed Name of Parent/Guardian**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Signature of Ran Kirby Sports Fitness LLC By:Donald F. Kirby II**

\_\_\_\_\_ **Date:** \_\_\_\_\_