



## Informed Consent, Waiver, Release, Indemnification and Hold Harmless

I hereby agree to abide by all rules and regulations of DynaPeak Fitness and Physical Therapy ("DynaPeak") pertaining to the use of contracted facilities and/or to participation in DynaPeak programs, classes, services, therapies and/or activities ("Activity or Activities"). I understand that by their very nature many DynaPeak Activities involve body contact, substantial physical exertion, emotional stress and/or the use of equipment which may present a certain risk to users. I understand that DynaPeak does not provide any insurance protection for participants in DynaPeak Activities. I agree that there is no particular dangerous condition in any Activity of which I am not aware and I understand that I and/or my child must come prepared with all required protective equipment, if any, in order to participate in any Activity. Despite the use of any such equipment, I understand that I or my child could still be injured due to the nature of the activity. I agree that by myself or my child participating in any Activity, we respectively assume the risk of injury.

In consideration of being permitted to participate in any DynaPeak Activity and or to use any contracted facility, I hereby waive, relinquish and release, both on behalf of myself and any child of mine so participating, all claims I and/or my child may now or at any time in the future have against DynaPeak and/or its commissioners, officers, agents, employees, and volunteers ("Releases"), as a result of participating in any such Activity or using any such facility. I do hereby fully release and discharge the Releasees from any and all claims for injuries, including death, damage, or loss which I or my child, respectively may have or which may accrue to me or such child on account of participation in any Activity or on account of our respective use of any DynaPeak contracted facility.

I further agree to indemnify and hold harmless the DynaPeak and its commissioners, officers, agents, employees and volunteers from any and all claims, losses, costs, judgements, liabilities, actions, causes of action, suits at law or in equity, expenses (including reasonable attorneys' fees) resulting from injuries, including death, sustained by me or any child of mine and arising out of, connected with, or in any way associated with my and/or my child's participation in any Activities of DynaPeak and/or our respective use of any of its facilities.

I hereby authorize emergency medical treatment for myself and or my child if I cannot be contacted immediately

I do hereby fully release and forever discharge DynaPeak Fitness and Physical Therapy from any and all claims for injuries, damages, or loss that I, or my child if I am signing on behalf thereof, may have or which may accrue to me or my minor child and arising out of, connected with, or in any way associated with use of any facility or participation in any Activity.

I have read and fully understand this Informed Consent, Waiver, Release, Indemnification and Hold Harmless and agree therewith. If registering and signing on behalf of a minor participant, I further attest that I have read the above and acknowledge the rights and restrictions herein are binding upon the rights of me and my child.

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Participant's Name  
(Please Print)

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Signature of Participant (or parent or authorized adult  
if Participant is under 18 years of age)

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Date