



**Informed Consent, Waiver of Liability, Photo and Video Release**

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

I, the undersigned, hereby expressly and affirmatively state that I wish to participate in fitness assessments, activities and use of exercise equipment at various sites, including home, club, or work site that may be provided or recommended by emPower Training Systems. I realize that my participation in these activities or the use of equipment involves various risks of injury including, but not limited to, loss of consciousness, abnormal blood pressure, disorder of heartbeat, and in rare instances heart attack or death. I also recognize that there are many other risks of injury, including serious disabling injuries that may arise due to my participation in these activities or in the equipment, and that such risk, including remote ones, have been reviewed with me. I also understand that under some circumstances I may choose to engage in activity in a non-supervised setting under circumstances where there is no one to respond to any emergency that may arise as a result of my participation or use of equipment on an individual basis, in an unsupervised setting. Despite the fact that I have been duly cautioned as to such supervised and unattended activity or equipment use, I know the material risk and appreciating, knowing and reasonably anticipating the other injuries and even death are a possibility in the use of equipment in supervised/attended and unattended settings (within which setting I acknowledge that the risk of death may be greater than the other settings), hereby expressly assume all of the risk of injury, all other possible risks or even the risk of death.

IF YOU AGREE, PLEASE INITIAL \_\_\_\_\_

Because physical exercise can be strenuous and subject to risk of injury, including serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. Likewise, dietary modifications can cause a variety of changes and can create problems, including as it relates to your energy, stamina, appetite, and mood. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property.

IF YOU AGREE, PLEASE INITIAL \_\_\_\_\_

This waiver and release of liability also includes any negligence associated with the presence of or transmission of any bacteria, viruses, or infectious diseases, including Covid-19.

By signing below, you acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability**. You expressly agree to release and discharge emPower Training Systems, and all affiliates (including the emPower'ed Obstacle Barn, all employees, representatives, or successors, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against emPower Training Systems for negligence, personal injury or property damage. You also agree that this waiver and release also applies to any guests or other participants you bring to the Club; should any such persons bring negligence, personal injury, or property damage claims against the Club, you agree to defend and indemnify the Club and hold the Club harmless against any such claims. You further agree that if a court of law finds any part of this agreement to be against public policy or in violation of any state statute or legal precedent, then the remainder of this document will remain in full force.

IN WITNESS WHEREOF, the participant has executed this Assumption of Risk/Waiver of Liability and Release Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, which shall be binding upon the participant and their heirs, executors, administrators and assigns. The participant does hereby further agree to indemnify and hold emPower Training Systems and/or named herein absolutely harmless in the event that anyone claiming any cause of action as a result on any injury and/or death to participation attempts at any institute any claim suit against emPower Training Systems arising out of any of the activities or programs herein or in the use of any equipment at any premises.

Photo and Video release: In connection with my participation at emPower Training Systems, I consent to the use of my photograph and video or other likeness in the promotional and other materials of emPower Training Systems without payment or other consideration made to me.

Participant Name

Participant Signature

Parent/Guardian Signature (if under 18)

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