

FXB RISK AGREEMENT

PARTICIPANT INFORMATION:

Participant Name: _____

Parent Name(s) (If a Minor): _____

Address: _____

_____ City _____ State _____ Zip

Phone: _____
Home Work Alternate (Cell)

Email: _____

Emergency Contact: _____ Phone: _____

AUTHORITY TO TREAT:

I, the undersigned, give the instructors, staff and responsible adults the power to authorize medical or other treatment of the person named above under "participant name," subject to the limitations listed below, if any. If I am not the person so named, I am the parent, guardian or adult responsible for the person named, and I have the legal right to grant this power. Treatment may be made without regard to whether I or any parent, guardian or adult responsible has been contacted or has consented to the specific treatment, provided it does not conflict with the limitations outlined below. This authority begins on the date signed and continues indefinitely.

Limitations To Treatment: _____

Information of Medical Significance: _____

By giving my authorization, I assume responsibilities for all decisions made, provided they are reasonable decisions under the circumstances based upon the knowledge and understanding of the person making the decisions, I trust their judgment and offer the benefit of the doubt to them in any claim or legal proceeding. This presumption may only be overcome by clear and convincing evidence that they acted with malice or willful gross negligence, and if so, they may still be liable.

Signature: _____ Date: _____

Print Name: _____ Relationship(if other than self)

I understand that the instructors, senior students, or others may have some skills in first aid, CPR, and at their discretion, I authorize them to use those skills and techniques to assist in any circumstance in which they judge their skills would be necessary or helpful.

Initials/Initials

ADVISORY OF RIGHTS AND RESPONSIBILITIES:

Safety is not the sole responsibility of instructors and staff. Everyone in class is responsible for their own safety and the safety of those around them. I understand that I am responsible for monitoring my individual physical performance during any activity and make adjustments for my personal safety and health.

All participants have the right and responsibility to excuse themselves from any exercise they believe will be harmful to them. All participants must evaluate each situation in the context of their skill and current physical condition, and conduct each exercise in a manner that is safe. If an instructor gives an instruction that is unsafe for the participant, it is the participant's responsibility to inform the instructor that the skill may be unsafe. The instructor will routinely excuse the participant from unsafe exercises. The instructor may ask for an explanation, and the participant is expected to provide one.

All participants have a responsibility to train and conduct themselves in a manner that helps all participants and instructors remain safe. Participants must provide those who are training enough room to avoid interfering and avoid being accidentally struck by someone else practicing.

In the event of an injury, participants have the right and responsibility to evaluate the extent of harm, stopping what they are doing even if it includes a partner, and determining if it is safe to continue. Unless a participant is certain that further practice will not create or worsen a problem, all participants are encouraged to stop what they are doing and inform an instructor. In the event of a serious injury or appearance of a serious injury, all participants, instructors, staff and visitors have the right to call a stop to a particular training exercise.

If a participant notes an unsafe training situation, which may include a participant performing a skill incorrectly, a participant not being careful about others, a defect in a piece of training equipment, a potentially dangerous obstacle or condition on the floor or anything else that may cause or lead to harm of participants, instructors, staff, visitors or guests, then the participant is expected to correct the situation if within his/her ability or notify an instructor or staff member immediately. If something is simple to correct, such as items left on the floor, the participant should correct the situation. If the situation may require the authority of the instructor or staff, or if it is not a simple matter, then an instructor or staff member should be notified immediately.

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ASSUMPTION OF RESPONSIBILITY AND RISK:

Fitness kickboxing and physical fitness testing are potentially dangerous activities. Bumps, bruises, scrapes, scratches and soreness are commonplace and most participants will encounter this sort of minor injury from time to time in their training. In addition, physiological changes may occur such as abnormal heartbeats, abnormal blood pressure, increased heart rate and respirations. More serious injuries are possible, including sprains, twists, cramps and injuries of similar magnitude and participants can expect to encounter these injuries infrequently. The possibility of more serious injury exists, including fractured bones, broken bones, torn ligaments, though participants very rarely encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death, though this is certainly not expected in these fitness classes.

I understand the above statement of risk, and I understand the rights and responsibilities of participants. I assume responsibility of my own safety (or safety of my child), understanding and accepting the risks involved with fitness kickboxing training and physical fitness testing. Even if the instructor has informed that no serious injuries have ever happened in this school or with any of the instructors, I understand that this does not mean that there is no possibility of harm. By assuming this risk, I completely absolve all instructors, staff, guests, participants, landlords, management companies and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

Initials/Initials

INFORMED CONSENT:

I hereby give informed consent to engage in a series of procedures relative to completing a written health history, taking a series of exercise tests, and participating in a variety of physical activities. I understand the purpose of the testing is to determine my physical fitness, cardiovascular function and health status.

In the event a medical problem, I recognize that any medical care that may be required is my personal financial responsibility.

I understand that the information collected during testing and on the health history will only be used to evaluate my fitness levels. I give informed consent for my information to be used in an anonymous manner for purpose of scientific and medical research.

Initials/Initials

NOTICE AND CONSENT TO INSTRUCTORS:

This school seeks to make use of highly-trained, professional instructors, with both expertise and experience in the fitness classes we teach and in teaching. Classes may be taught by head coaches, coaches and any other qualified instructor. Should an instructor be unavailable for a given class, a guest instructor may teach. The choice of the instructor is left to the discretion of the school.

I understand that I may not always have the instructor I desire, but I shall seek to learn from whoever is teaching, to show the respect due the position of instructor to whomever is teaching, and to conduct myself in accordance with the etiquette established at this school. I understand that I have the responsibility for my own safety without regard to who is teaching the class. I specifically consent to any instructor the school, the coaches or staff feel are sufficiently qualified by any standards they set to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

Initials/Initials

NOTICE OF PHYSICAL CONTACT:

When male and female participants train together, or when adult and minor participants train together, and in any other training combination, the purpose and intent of the school, instructors and staff is to provide an environment for all participants to learn and practice fitness kickboxing and resistance band techniques. Participants are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any participant feel a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training contact, or if a participant is made uncomfortable by any training exercise or partner, then that participant has the right to withdraw from the exercise. If the conduct of the training partner appears inappropriate, the participant should inform an instructor privately. If the conduct of the training partner or any training partner appears criminal, then an instructor should be informed and the authorities may be notified either by the participant or the instructor or both.

Initials/Initials

CONSENT TO PHYSICAL CONTACT:

I understand the nature of physical contact in fitness kickboxing and resistance bands training, and I understand that I have the right to immediately withdraw from any exercise in which the conduct of any party seems beyond the scope of training or makes me uncomfortable. I agree to abide by school etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact fitness kickboxing or resistance bands training allows.

Initials/Initials

ARBITRATION CLAUSE:

Should any dispute arise between me, my child, or anyone acting on behalf of my child, regarding this school, then I specifically agree that the dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the Court to order the case to binding arbitration.

SEVERABILITY:

If any clause, sentence, phrase or statement is found unenforceable or invalid by any Court of law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence, phrase or statement shall be considered struck from the document.

DURABILITY:

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting the school if this document was signed after that date.

I have read this document in its entirety, and understand the content of it. I agree to abide by the terms of it.

Participant Signature

Relationship (if other than self)

Date

FOR MINOR PARTICIPANTS:

INDEMNIFICATION BY PARENTS

(Applicable only to parents enrolling minor children.)

I agree not to bring any claim or suit against the school, instructors, staff, guests, landlord, or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a claim. I further agree that I will not cause to be brought, nor encourage a claim or suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the school, instructors, staff, guests, participants, and any and all additional defendants covered by this agreement for all judgments, costs, attorney fees and other expenses incurred as a result of a breach of this agreement.

Parent / Guardian Signature

Date

Parent / Guardian Signature

Date

WITNESSED BY:

Witness Signature

Title

Date

FXB LOCATION: