



## Waiver and Release of Liability and Assumption of Risk

**Acknowledgement of Purchase.** Through the purchase of training sessions, I have agreed to participate voluntarily in a program of physical exercise, including, but not limited to, strength training, flexibility development, and aerobic exercise (“Activities”), under the guidance of CZAR Athletics, its authorized agents, employees, and contractors (“Trainer”).

**Acknowledgement of Health.** I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in training sessions or my use of Equipment (as defined below). I acknowledge I have been informed of the need for a physician’s approval for my participation in an exercise/fitness activity or in the use of Equipment. I recognize it is my sole responsibility to obtain an examination by a physician prior to involvement in any exercise program. I acknowledge I have either had a physical examination and been given my physician’s permission to participate, or if I have chosen not to obtain a physician’s permission prior to beginning this exercise program with Trainer, I acknowledge I am doing so at my own risk.

**Photo Release.** I hereby grant CZAR Athletics permission to use my likeness in photograph(s) and/or video(s) in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by CZAR Athletics in perpetuity, and for other use by CZAR Athletics. I will make no monetary or other claim against CZAR Athletics for the use of the photographs(s) and/or video(s).

**Equipment.** I acknowledge although Trainer takes precautions to maintain CZAR Athletics’s Equipment, this Equipment may malfunction and/or cause Injuries and Changes (as defined below) and I take sole responsibility to inspect any and all of CZAR Athletics’s Equipment.

**Assumption of Risk.** I understand and am aware that Activities, including the use of Equipment, are potentially hazardous activities. I acknowledge the possibility that injuries and physical and mental changes (“Injuries and Changes”) arising during and/or resulting from engaging in Activities does exist. Injuries and Changes include, but are not limited to, cuts, bruises, falls, collisions, broken bones, abnormal blood pressure, fainting, disorders in heartbeat, heart attack, and, in some instances, death. I understand Injuries and Changes could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life.

I am voluntarily participating in Activities and using Equipment with knowledge of the dangers involved. I understand and take sole responsibility for any and all Injuries and Changes that may occur to myself and/or others, including but not limited to Trainer, related to any and all Activities associated with Trainer’s instruction, even if not specifically set forth in this document, whether or not they fall within the scope of reasonable foreseeable injuries related to such Activities, and whether or not undertaken in Trainer’s presence. Although Trainer will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all Injuries and Changes that may occur.

**Waiver and Release of Liability.** In consideration of the risk of injury while participating in Activities, and as consideration for the right to participate in the Activities, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activities, and do hereby release and forever discharge CZAR Athletics, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activities, including traveling to and from an event related to these Activities.

**Indemnity Clause.** I agree to indemnify and hold harmless CZAR Athletics against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise, brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If CZAR Athletics incurs any of these types of expenses, I agree to reimburse CZAR Athletics. I acknowledge that

CZAR Athletics and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of CZAR Athletics. I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants, volunteers, spectators, coaches, and/or producers of the training facility.

**Severability.** If any part of this Waiver and Release of Liability and Assumption of Risk (“Waiver”) is not valid, enforceable, binding, or legal, it will not cancel or void the rest of this Waiver. The remainder of the Waiver will continue to be valid and enforceable, to the maximum extent of the laws and regulations set forth by local, state, and federal governments.

**Consent to Contact.** CZAR Athletics, LLC, and its representatives, would like to directly communicate with your Athlete through text message, phone calls, and/or social media. This allows CZAR Athletics, LLC, to encourage, engage, check on, and keep an open line of communication. You may opt out of the Consent to Contact.

I wish to opt out of the Consent to Contact.

I wish to participate in the Consent to Contact.

**Collection of Data.** In order to complete data analysis of your progress, certain data points and metrics will be collected. The information collected will not include any identifying information such as your name or address. However, data such as your gender, age, height, weight, ethnicity, and athletic metrics will be recorded and saved. It is possible CZAR Athletics will compile this data, along with other athletes, to analyze widespread metrics for use within CZAR Athletics and for scientific and journal publication. You may opt out of the Collection of Data. If you choose to opt out, CZAR Athletics will not be able to provide you with personal data analysis and metrics.

I wish to opt out of the Collection of Data.

I wish to participate in the Collection of Data.

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date

**Conclusion.** I acknowledge and agree no warranties or presentations have been made to me regarding the results I will achieve from this program. I understand results are individual and may vary.

I acknowledge I have thoroughly read this Waiver and Release of Liability and Assumption of Risk and fully understand it is a waiver and release of liability. By signing this document, I am waiving any right I, or my heirs and or/assigns, may have to bring any and all legal actions or assert any and all claims against Trainer, its respective representatives, executors, and/or assigns.

I represent and warrant I am signing this Waiver freely and willfully and not under fraud or duress. I further represent and warrant no social relationship exists between Trainer and me, or if such a social relationship exists, for purposes of my training sessions, Trainer and I have assumed a strict business relationship, and I understand any social relationship does not render this waiver invalid. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Trainer.

\_\_\_\_\_  
Athlete's Name

\_\_\_\_\_  
Athlete's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian Name, Relationship

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date