



## **WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("Agreement")**

The participant identified below, who is at least 18 years old has read this agreement and has signed it, or if participant is younger than 18 ("Minor"), the Minor's parent or legal guardian has read this agreement and signed it on behalf of him/herself and the Minor. "Participant" refers to the person actually taking part in some or all of the activities described below.

**I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL FORM FOR EACH DAY AND/OR EACH ACTIVITY UNTIL I REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN A WRITING SIGNED BY OPTIMIZE PHYSICAL THERAPY AND ELITE SPORT PERFORMANCE, LLC.**

In consideration of my voluntary participation in sport specific training, team practice, weight lifting, individual or group lessons, physical therapy services, fitness classes, camps, clinics, open gym, or any other activities organized or provided by Optimize Physical Therapy and Elite Sport Performance, LLC, whether at Optimize Physical Therapy and Elite Sport Performance, LLC's indoor or outdoor spaces, or some other location (any one of which is hereafter referred to as the "Activity"), I hereby, for myself (or if Participant is under 18, as a legal guardian agree on Minor Participant's behalf), my heirs, executors, administrators, assigns, and 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 ACTIVITY, and do hereby release and forever discharge Optimize Physical Therapy and Elite Sport Performance, LLC, located at 10661 Nassau St. NE, Blaine, MN 55449, its affiliates, managers, members, agents, employees, volunteers, representatives, predecessors, successors, and assigns ("Releasees"), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, or property loss that I may suffer as a result of my participation in the Activity, including traveling to and from the Activity and any event related to the Activity, whether caused by the negligence of the Releasees, or otherwise.

**I am voluntarily participating in the aforementioned Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in the Activity, which 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, event officials and monitors, and/or producers of the event, and any resulting property damage, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel to and from the Activity, or from conditions at the Activity location(s). I understand and agree that the Activity involves strenuous physical activity that may be hazardous to some people due to their physical condition. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in the Activity, including travel to, from and during this Activity.**

I agree to indemnify, defend, and hold harmless Releasees from and against any and all claims, demands, suits, causes of action, actions, losses or liabilities of any kind whatsoever, including attorney's fees and any related costs, arising from or related to my participation in the Activity. I also agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by Releasees in defending an investigation, claim or suit brought by me or on my behalf.

I acknowledge that Optimize Physical Therapy and Elite Sport Performance, LLC, and its affiliates, managers, members, agents, employees, volunteers, representatives, predecessors, successors, and assigns 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 Optimize Physical Therapy and Elite Sport Performance, LLC.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.



In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with such willful actions, neglect or recklessness.

I understand that this Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. AS A PARENT OR LEGAL GUARDIAN, I REPRESENT AND ACKNOWLEDGE THAT I AM ENTITLED TO AND AM SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITY. This Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I agree for myself and Minor Participant that ALL claims arising from or related to any Activity, including for injury to person or property and/or death shall be GOVERNED BY MINNESOTA LAW, without regard to conflicts of law principles, AND EXCLUSIVE JURISDICTION shall be in District Court for Hennepin County or in Federal Court for the district of Minnesota. I VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.

By signing the liability waiver I also give Optimize Physical Therapy and Elite Sport performance permission to use videos and or photo's of my child on social media, website use and for marketing purposes. Please contact Optimize directly if you wish to keep your child's photo's/ video's private.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact**

**Contact Relationship**

**Contact Telephone**

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I have carefully read and understand this Agreement and I am aware that I am releasing certain legal rights that I may otherwise have. I sign it voluntarily and acknowledge that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made. If applicable, (1) I acknowledge, as the parent or authorized legal guardian of the Minor Participant, that I am signing this Agreement on behalf of the Minor Participant, and the Minor Participant and I will each be bound by all the terms of the Agreement and (2) if this Agreement is not signed on behalf of the Minor Participant, the Minor Participant will not be permitted to participate in the Activity.

**Participant's Name:** \_\_\_\_\_ **Participant's Date of Birth:** \_\_\_\_\_

**Participants email address:** \_\_\_\_\_

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(if 18 years of age or older)

**Parent/ Guardian of Minor Participant Name:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

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