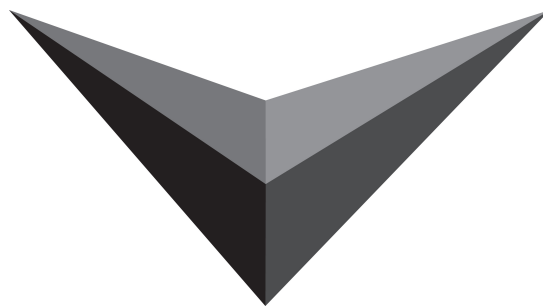


Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mother (if minor): \_\_\_\_\_ Cell: \_\_\_\_\_  
Father (if minor): \_\_\_\_\_ Cell: \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_  
Emergency Contact Phone: \_\_\_\_\_



## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PARENTAL INDEMNIFICATION AGREEMENT

**GENERAL:** Individual will participate in the course designated on this Agreement. The course will take place at 1356 Elk View Rd, Larkspur, CO 80118. POMR expressly reserves the right to add to, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of POMR and its subsidiaries. Participation does not confer on individual any ownership interest in POMR or any of its property.

**RULES AND REGULATIONS:** Individual acknowledges the existence of and the need for rules and regulations governing use of POMR's equipment and facilities and participation in programs and services (the "Rules and Regulations"). Member agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. POMR reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. POMR may cancel Individual's participation at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by POMR in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

**LIABILITY FOR PERSONAL PROPERTY:** POMR shall not be liable to Individual or any of Individual's guests or invitees for any personal property that is damaged, lost or stolen while on or around POMR's premises including, but not limited to, a vehicle or its contents or any property left on site. Individual shall be liable to POMR for any damage to POMR's facilities or any equipment, furniture or fixture located thereon caused by Individual or any Individual's guests or invitees.

**PAYMENT DEFAULT:** If Individual fails to pay any amount when due under this Agreement, POMR shall be entitled, at any time in its sole discretion, to suspend or cancel Individual's participation and to require Individual to immediately pay all past due balances. Suspension or cancellation shall not relieve Individual from the obligation to pay any unpaid balances. Any payments owing from Individual to POMR that are not received when due shall bear interest at the highest rate permitted by law. If Individual fails to pay any amount due to POMR when due, Individual shall pay all costs and expenses of collection incurred by POMR, including reasonable attorney's fees and expenses.

( \_\_\_\_\_ Participant initials)

**CANCELLATION POLICY:** Individual may cancel participation at any time after the initial payment by giving a 30 day notice prior to the course start date to the POMR email address ([herzog@gopomr.com](mailto:herzog@gopomr.com)). Individual's account must be current and in good standing before POMR will process any such request.

**HEALTH REPRESENTATIONS AND AGREEMENTS:** Individual represents and warrants to POMR that the Individual is in good physical condition and has no medical reason or impairment that could prevent them from his or her intended use of POMR's facilities and/or the course activities. Individual acknowledges that POMR has not given them any medical advice before they decided to participate and cannot give Individual any such advice after Individual participates with POMR, whether related to their physical condition and ability to use the facilities and services of POMR or otherwise. Individual acknowledges and agrees that they will discuss any health or medical concerns with their physician or other health professional before participating in POMR's Courses.

( \_\_\_\_\_ Participant initials)



**WAIVER OF LIABILITY; ASSUMPTION OF RISK:** Member acknowledges that the use of POMR's facilities, equipment, services, courses, and programs involves an inherent risk of personal injury to Individual and any guests and invitees. Individual voluntarily agrees to assume all risks of personal injury to Individual, their spouse, children, unborn children, other family members, guests or invitees and waives any and all claims or actions that Individual may have against POMR, any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assigns for any such personal injury (and no such person shall be liable to Individual, their spouse, children, unborn children, other family members, guests or invitees for any such personal injury), including, without limitation (i) injuries arising from use of any equipment, machines, modalities, devices (ii) injuries arising from participation in supervised or unsupervised activities and programs on site, or other areas of POMR, (iii) injuries or medical disorders resulting from participating at any POMR activity, including heart attacks, strokes, heat stress, sprains, broken bones and torn or damaged muscles, ligaments or tendons and (iv) accidental injuries within any area of POMR's programs, including locker rooms, showers and dressing rooms, barn, and private land. Member acknowledges that (x) POMR does not manufacture any of the fitness or other equipment at its facilities and (y) POMR does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither POMR, any of its subsidiaries or other affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. Individual shall indemnify each of POMR, its subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified Party as and when incurred for any Losses which such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Individuals participation in any POMR program.

( \_\_\_\_\_ Participant initials)

**MISCELLANEOUS:** (i) This Agreement shall be governed by the internal laws of the State of Colorado without regard to principles of conflicts of laws, (ii) this Agreement shall be binding upon the signature to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Individual without the prior written consent of POMR. Consent may be withheld in POMR's absolute discretion, (iv) if any term or provisions of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable and (v) all notices permitted or required to be given to POMR hereunder shall be given by personal delivery to the General Manager (Ryan) of POMR or by certified mail, return receipt requested, addressed to Ryan Herzog at the address set forth at the beginning of this Agreement, to the attention of the General Manager.

**PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT**

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "activity". I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claims against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasees may incur as the result of any such claim.

Printed Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_