



Waiver of Liability and Hold Harmless Agreement

FIT2ORDER, LLC YOUTH WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in exercise, aerobic, weight loss, diet and lifestyle instructions/recommendations provided, or to be provided by FIT2ORDER, LLC and through its agents and members, and for other valuable consideration, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, FIT2ORDER, LLC, its owners, officers, servants, agents, members, and employees (hereinafter sometimes referred to as "RELEASEES" or "FIT2ORDER")** from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in any such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to or from said premises.
2. To the best of my knowledge, my child can fully participate in this activity. I am fully aware of the risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily allow my child to participate in said activity, and to enter the premises where the activity is being conducted and engage in such activity knowing that the activity may be hazardous. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by my child, or any loss or damage to property owned by me, as a result of being engaged in such an activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise.
3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs, including court costs and attorney's fees that I may incur due to the participation of my child in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
4. It is my expressed intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** for the benefit of the above named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland.
5. I **UNDERSTAND THAT MY EMPLOYER WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY MY CHILD MAY SUSTAIN AS A RESULT OF ANY SUCH ACTIVITY.**
6. I further agree that I am familiar with the rules and regulations of **FIT2ORDER** concerning participant conduct, and agree that my child shall not violate said rules, nor

violate any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity my child does in violation of any rule or directive or instruction.

7. I also understand that I should and have been advised to maintain adequate health and accident insurance to cover any personal injury to my child which may be sustained during the activity or the transportation to or from said activity.

8. I, the undersigned, hereby give permission for the employees/staff or other agent of FIT2 ORDER to seek emergency medical attention in the event of accident, injury or illness. I will be responsible for any and all costs of such medical attention and treatment for my child.

9. I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness and recreational activities involve a risk of injury and even death and that my child is voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby expressly assume, and accept, any and all risks of injury or death.

10. I do hereby further declare my child to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent his/her participation or use of equipment or machinery except as hereinafter stated. I acknowledge that my child either had a physical examination and been given my physician's permission to participate or that I have decided to allow my child to participate in activity and use equipment and machinery without the approval of his/her physician and do hereby assume all responsibility for their participation in activities and utilization of equipment and machinery.

11. I am fully aware of the risks and hazards associated with participation in physical activity. I hereby elect voluntarily for my child to participate in said activity and fully acknowledge that the activity may be hazardous to my child and my property. My child agrees to comply fully with the rules, regulations, recommendations and directions provided by the FIT2 ORDER staff. Further, I understand that my child will be disqualified from the activity in the event that she/he fails to comply with said rules.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read this Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 201__.

I, _____, am 18 years of age or older.
Print Name of Parent/Guardian

Signature of Parent/Guardian
(Parent/Guardian signature if child is under 18 years old)

Date

Witness Signature

Date