

CRUfit **MINOR** (under age18) **WAIVER, RELEASE, & INDEMNITY AGREEMENT**

Minor Member/Guest/ Participant's Name (print) _____

In consideration for permission to participate in any class, program or activity at CRUfit, I, for myself, and on behalf of the minor child identified above, our heirs, personal representatives and/or assigns, do hereby release, waive, discharge, and covenant not to sue Performance Max, Inc. dba CRUfit, its owners, employees, contractors, managers and all other related entities and individuals (collectively referred to herein as "CRUfit"), from liability for any and all claims for personal injury, illness, death, property damage, or any other claim, including but not limited to claims arising out of the negligence of CRUfit, its instructors, its employees or its agents. This waiver and release of liability applies to all CRUfit activities, without limitation, regardless of whether participation is self-directed, organized and led by an employee or agent of CRUfit and/or requires the member, guest or participant to leave the CRUfit premises to engage in physical activity or training.

It is expressly agreed that participation in any and all CRUfit activities, including but not limited to the use of all CRUfit premises and facilities, without limitation and whether engaging in exercise or physical activities or not, shall be undertaken by the minor at his or her sole risk, and CRUfit shall not be liable for any injuries or any damages to any minor, or the property of any minor, or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, any CRUfit premises or facilities regardless of whether it was caused by the negligence of CRUfit. This waiver and release is intended to be as broadly interpreted as allowed under California law.

The Parent/Guardian executing this waiver and release of liability hereby agrees to hold CRUfit harmless from all claims which may be made by or on behalf of any minor listed on this agreement, or any of their guests, and to defend and indemnify CRUfit from any such claims to the fullest extent allowed under California law. This express indemnification provision specifically includes reimbursement for any and all attorneys' fees and litigation costs incurred by CRUfit or on its behalf as a result of any such claim or litigation.

The Parent/Guardian also expressly acknowledges that he or she is relinquishing, on behalf of the minor child using any CRUfit facility or participating in any CRUfit program, regardless of location, all rights the child may have to sue CRUfit for injuries arising out of the use of any CRUfit premises, facility or service regardless of whether the injuries were caused by the negligence of CRUfit, its employees or agents.

NAME OF PARENT/GUARDIAN (please print) _____

SIGNATURE OF PARENT/GUARDIAN _____ **DATE** _____

EMAIL _____ **PHONE** _____

FRONT DESK: check box when waiver entered into client profile