**BOLDT Athletics, LLC**

**RELEASE AND WAIVER OF LIABILITY,**

**ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT - 2020**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND/OR YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE ON THE PART OF BOLDT ATHLETICS, LLC FACILITY OR ANY OTHER LOCATIONS, ITS OWNERS, EMPLOYEES, BOARD, AND/OR AGENTS. BOLDT ATHLETICS, LLC ADVISES YOU TO DISCUSS THIS DOCUMENT WITH AN ATTORNEY PRIOR TO SIGNING IF YOU DO NOT UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY.

This Agreement is confirmed and entered into on the\_\_\_\_\_\_\_\_of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between BOLDT Athletics, LLC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter “Participant”), and if the participant is a minor, then the participant’s parent or guardian.

In consideration for allowing me (and/or my minor child) to use the facility and/or space BOLDT Athletics, LLC provides, on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

ACKNOWLEDGE that weightlifting, plyometric, agility, and aerobic training is an inherently dangerous activity and involves risks that may cause serious injury and even death. I understand and agree that by participating in Boldt Athletics, LLC activities, I face significant risks of injury. These risks may include, but are not limited to: (1) loss or damage to personal property; (2) injury or death due to the negligence of myself or other co-participants; (3) heat exhaustion; (4) dehydration; and (or) (5) exposure to various on- and off-site premises and/or equipment and all the inherent risks therein, including slips, falls, collisions, and falling objects. (6) Any injury during a session or other activity in the gym.

I understand and assume all risks EVEN IF RESULTING FROM NEGLIGENCE, AND EXPRESSLY AGREE TO WAIVE ALL NEGLIGENCE CLAIMS. I further represent that I have made Boldt Athletics, LLC aware of any and all current or past physical or mental disabilities, injuries, and/or problems which might limit my participation by listing them above and I will advise Boldt Athletics, LLC and its coaches at any point when I question my ability to participate in any activities.

**I EXPRESSLY AGREE AND INTEND THAT MY PARTICIPATION IN ALL BOLDT ATHLETICS, LLC ACTIVITIES AND USE OF ALL EQUIPMENT AND FACILITIES IS VOLUNTARY AND SHALL BE UNDERTAKEN AT MY OWN RISK.**

RELEASE: In consideration of the above-mentioned risks, I hereby acknowledge that I freely and voluntarily wish to participate in the fitness, instruction, and activities of Boldt Athletics, LLC, and use its facilities, equipment, premises, and coaches. In doing so, I hereby release Boldt Athletics, LLC, their principals, heirs, agents, employees, and volunteers from any liability, claims, demands, actions or rights of action which may arise out of or in connection with my participation in Boldt Athletics, LLC activities whether from acts of active or passive negligence on my part or the part of anyone else. This agreement shall be binding upon myself, my spouse, children, parents, heirs, assigns, legal representatives, and any other person claiming under, by, or through me.

I CERTIFY that I am physically fit, have sufficiently prepared or trained for participation in any sort of experience with weightlifting, plyometric, agility, and aerobic training (with/without a fitness professional), and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

INDEMNIFY, SAVE AND HOLD HARMLESS BOLDT Athletics, LLC instructors, fitness professionals, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or any way connected with either my use of the equipment, activities at the main building or elsewhere, including but not limited to parks, recreational areas, areas adjacent to the main building, and/or any area selected for training by Boldt Athletics, LLC.

I UNDERSTAND that I may be photographed or filmed while participating within the activity. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, sponsors, producers, and their assigns. I acknowledge that Boldt Athletics, LLC shall own exclusively all copyright and other rights in and to such photographs, videos, and recordings and may use them for any legitimate purpose without compensation to me.

I AGREE that this document is a contract and agree that if a lawsuit is filed against BOLDT Athletics or its owners, agents, board, or employees for any injury or damage in breach of this contact, the Undersigned will pay all attorney’s fees and costs incurred by the BOLDT Athletics in defending such an action. The terms of this Release and Waiver of Liability are to be governed by and construed under the laws of the State of Colorado. In the event that any term or provision of this Waiver and Release of Liability is found to be unenforceable or void, in whole or part, the term or provision concerned shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance shall remain in full force and effect. I agree that exclusive venue for any dispute between Boldt Athletics, LLC and me involving this Waiver and Release of Liability shall be in Jefferson County, Colorado.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian’s Signature Date