

# PARTICIPANT WAIVER

(Please Print)



NAME (18 and over)		Date of Birth	
Name of Child (IF Applicable)		Date of Birth	
Name of Child (IF Applicable)		Date of Birth	
Name of Child (IF Applicable)		Date of Birth	
Street Address	City	State	Zip
Contact Number (Cell or Other)		Email Address	OR Checked ID Member

**RELEASE, WAIVER, AND INDEMNITY OF CLAIMS:** For and in consideration of the use or participation by me (or my child or children as identified above if a participant, collectively "child" whether one or more) in activities, classes, programs, events, parties, or instruction at HFC (as defined below), I, on behalf of myself (and my child if a participant), and my (and my child's) personal representatives, heirs, executors, administrators, agents, successors, and assigns, hereby release, waive, discharge, and hold harmless SHARE Foundation d/b/a HealthWorks Fitness Center ("HFC") and their officers, directors, employees, representatives, agents, successors, and assigns (collectively referred to as "Releasees"), from any and all liability, loss, claim, damage, demand, cause of action, or cost, on account of injury or death to my person or property, or person or property of my child, whether caused by the negligence of Releasees or otherwise, arising out of or related to my (or my child's) participation in activities, classes, programs, events, parties, or instruction at HFC. I agree to indemnify the Releasees and each of them from any liability, loss, claim, damage, demand, cause of action, or cost they may incur due to my (or my child's) participation in activities, classes, programs, events, parties, or instruction at HFC, whether caused by the negligence of the Releasees or otherwise. I assume full responsibility for my risk of bodily injury, death, property loss, or damage due to the negligence of Releasees or otherwise while I am (or my child is) participating in activities, classes, programs, events, parties, or instruction at HFC. I agree that this release, waiver, and indemnity applies regardless of the location of such activities, classes, programs, events, parties, or instruction. I further agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arkansas, and that if any portion of this agreement and release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I also agree that Releasees are not responsible or liable for articles that are damaged, lost or stolen in or about the premises of HFC.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE FOREGOING AND FULLY UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF LIABILITY AND AN INDEMNITY AGREEMENT. I FURTHER UNDERSTAND THAT I AM WAIVING ANY RIGHT THAT I (OR MY CHILD) MAY HAVE TO BRING LEGAL ACTION TO ASSERT A CLAIM AGAINST THE RELEASEES, AND CONFIRM THAT ANY AND ALL QUESTIONS WERE ANSWERED TO MY FULL SATISFACTION.

THIS IS A CONTINUING WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND IS BINDING UPON ALL PERSONS WHOSE SIGNATURES APPEAR BELOW AND SHALL APPLY TO ALL SUBSEQUENT USES OF HFC AND ITS FACILITIES AND PROGRAMS UNTIL REVOKED IN WRITING BY THE UNDERSIGNED.

Upon signing this waiver, I represent and warrant that: (a) I am at least 18 years of age and otherwise competent to execute this agreement, and (b) (1) I am a legal and competent parent or guardian who has signed this agreement on mine and my child's behalf, or (2) I am legally authorized to execute this agreement on behalf of the child identified above. I hereby accept responsibility for myself and my child regardless of participation in activities. I also understand that I am responsible for all minor children within my care during my (or my child's) participation in activities, classes, programs, events, parties, or instruction at HFC.

\_\_\_\_\_  
Signature (18 and over) \_\_\_\_\_  
Date

\_\_\_\_\_  
HFC Staff Signature \_\_\_\_\_  
Date