

Greenwich 1-on-1, LLC

Participant contract, waiver, and assumption of risk

WARNING: There are significant elements of risk in any sport or fitness activity. Although Greenwich 1-on1, LLC (hereinafter "G1on1") and its independent contractor coaches (hereinafter "Coach(es)") have taken reasonable steps to provide you with appropriate equipment and/or skilled instruction so you can enjoy an activity for which you may not be skilled or wish to obtain additional skills, we wish to remind you that physical/sport specific training is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity/training. The same elements that contribute to the unique character of the activity/training can unfortunately cause damage to your equipment, or accidental injury, illness, loss of income, loss of future income or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity/training, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

This is a legal binding contract. In consideration for me/us paying for activity/training, and in return for receiving activity/training, I am freely giving up valuable rights to seek legal redress for injuries or damages I might receive in the future.

By signing this Contract, Waiver, and Assumption of Risk I acknowledge that I understand what the risks are in the activity/training that I am pursuing, that I have been expressly told by my Coach(es) what are specific risks, I freely encounter these risks on my own volition, and hereby fully acknowledge the risks associated with undertaking the activity/training which I am pursuing to better myself.

In consideration of the services of G1on1, Coach(es), their agents, owners, officers, volunteers, participants, members, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Training Team"), I hereby agree to release, indemnify, and discharge the "Training Team", on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. ACKNOWLEDGEMENT OF RISK: I acknowledge that participation in a sport activity/training will entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity/training. Also, I recognize that activity/training for my specific sport can entail serious and different additional risks. The risks include, among other things: slips, trips and falls; equipment failure/malfunction; the negligence of other athletes, the negligence of other Coaches, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; my own negligence; and the use of strength and aerobics training equipment; and all other injuries.

Furthermore, the "Training Team" including the Coach(es) have a difficult job to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks in the activity/training, which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity/training or using equipment. I acknowledge that my/our physicians know we are going to be engaging in rigorous activity/training and that he/she has approved/cleared me/us for participating in such strenuous activity/training. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I agree to fully comply with all stated and posted rules, guidelines and policies of G1on1.

I also assume the risk for accidents or injury caused by the negligence of third parties, whomever they might be.

I acknowledge that wearing appropriate clothing and footwear are basic safety precautions, and that wearing appropriate clothing based on activity, temperature, and other factors can significantly reduce injuries.

I assume the risks of personal injury, accidents and/or illness including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure; head, neck and/or spinal injuries; insect bite or allergic reaction; shock paralysis, and/or death.

3. WAIVER: I hereby voluntarily waive my right to pursue any and all claims or actions and promise to forever discharge, and agree to indemnify and hold harmless the "Training Team," G1on1, Coach(es), its/their principals, directors, officers, agents, members, managers, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property and activity is conducted (hereinafter "Releasees"), from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity/training, including any such claims which allege **negligent acts** or omissions from all liability and waive any claim for damage

arising from any cause whatsoever with respect to any and all injury, illness, disability, death or loss or damage to person or property, whether arising from negligence of the Releasees or otherwise, to the fullest extent permitted by law.

4. AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury or illness to myself or any minor children for which I am responsible, while participating in the activity/training. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and or medical services as may be incurred on my/our behalf.

I agree that any film or photographs of me/us, as participants, become your property and may be used for promotional or commercial purposes and I shall not be compensated for the use of such items.

5. Should G1on1, Coach(es), the "Training Team" or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify, hold them harmless and repay all such fees and costs.

6. In the event that I file a lawsuit against G1on1, Coach(es), and the "Training Team", I agree to do so solely in the state of Connecticut, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this contract, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against G1on1, Coach(es), and the "Training Team" on the basis of any claim from which I have released them herein through signing this contract and waiver.

I have had sufficient opportunity to read this entire document. I have been given the opportunity to ask any questions I have concerning all items contained in this contract and waiver. I have read and understood it, and I agree to be bound by its terms.

For children please fill out this section and one below.	
Participant's Name: _____	Date of Birth: _____
Address: _____	Today's Date: _____
Phone: _____	
Email: _____	

***PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (**print minor's name**) being permitted by G1on1, Coach(es), and the "Training Team" to participate in its activities/training and to use its equipment and facilities, I further agree to indemnify and hold harmless G1on1, Coach(es), and the "Training Team" from any and all Claims which are brought by me and/or my spouse (and/or legal guardian), or on behalf of Minor, and which are in any way connected with such use or participation by said Minor.

Parent/Guardian Signature: _____

Print Name: _____

Today's Date: _____