

# Boost Sports Performance Academy

210 Old Dam Road, Fairfield, CT 06824

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT") ©Pending

In consideration of participating in the Activities offered at Boost Sports Performance Academy, I represent that I understand the nature of these Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activities. I fully understand that these Activities involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activities.

I hereby release, discharge, and covenant not to sue, Boost Sports Performance Academy LLC, Fit Club Fairfield, Jojitsu LLC, and Fit Fairfield LLC its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

**I have read the FRONT AND BACK RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

### PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

## **CANCELLATION POLICY (NO CREDITS/REFUNDS)**

### **24 HOUR NOTICE VIA EMAIL**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Print name of Participant**

\_\_\_\_\_  
**Signature of Participant OR Parent/Legal Guardian**

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Emergency Contact and Number:** \_\_\_\_\_

# Client Contract

## The Student acknowledges and agrees as follows:

1. I have chosen to enter into the programs and classes at Boost Sports Performance Academy (BSPA).
2. BSPA or any party designated by BSPA may photograph or film me while I attend the premises of BSPA and use of any and all such photos, video footage and/or video streaming for promotion, sales, publicity and advertising purposes for all media, including but not limited to, the internet.
3. BSPA classes/training requires physical exertion which may be strenuous and cause physical injury, and I am fully aware of the risks and hazards involved. I hereby represent that I am physically fit to receive and participate in the prescribed course of instruction. I acknowledge that I have been advised to consult with a physician prior to and regarding my participation in the Classes and that my physician has confirmed to me that I have no medical condition which would affect my full participation in the Classes.
4. In consideration of my being permitted to participate in the Classes, I for myself, my heirs, executors, administrators, successors, assigns and anyone else who may claim on my behalf hereby waive any and all claims, liability and damages I may now or in the future have against BSPA, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns, arising by any means whatsoever, including, but not limited to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused arising from or in connection with my participation in the Classes, however caused.
5. I further hereby release, remiss and forever discharge BSPA, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from and against all demands, claims, actions, damages, costs and expenses arising from or with respect to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused, arising from or in connection with my participation in the Classes whether or not caused by, in whole or in part, the negligence or gross negligence of BSPA.
6. I will hold harmless and indemnify BSPA, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from any and all liability for any damage or injury to the property or persons of any third party resulting from my involvement in or presence during any of the Classes.
7. I will comply with all the rules and regulations of BSPA.
8. I will pay a service charge of \$20.00 for any payments 10 days past due. If there are three payments which are 10 days past due during the period of this Agreement, I agree to pay the remaining balance of the Agreement in full, in addition to any and all recovery charges incurred.
9. I hereby agree that if BSPA is unable to process my payment from the designated account provided by me BSPA is permitted to use any of the other accounts information provided as many times and as often as needed to replace the unpaid payments and service charges as explained on section 8 of this agreement.
10. In addition to any rights and remedies it may otherwise have, BSPA may terminate this Agreement upon ten days' written notice to me if I fail to comply with my obligations under this Agreement and do not cure any such failure within ten days after receiving notice of such failure.
11. Failure to attend the Classes/sessions does not relieve me of the obligation to pay the full tuition for the program or phase in which I am currently enrolled.
12. The student and/or co-signer may cancel this agreement on the stated terms set out; they may do so by emailing [dianne@sportsacademyct.com](mailto:dianne@sportsacademyct.com) 24 hours prior to the cancellation date desired if applicable.
13. I confirm that the provisions in this Agreement constitute the entire agreement between the parties hereto and supersede all prior communications, proposals, representations and agreements, whether oral or written with respect to the subject matter of this Agreement.
14. I understand my rights and obligations as stated above. I confirm that I am the full age of eighteen years (unless otherwise indicated below) and that I have read and understood this release and waiver of liability and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to claim damages which I or my heirs, executors, administrators, successors or assigns may have against BSPA.