



# Waiver of Liability

Denali Gymnastics & Fitness, Inc. / Denali Fitness

<b>DENALI FITNESS USE ONLY</b>
Entered into TRIB: ____ / ____ / ____
Staff Initials _____

Participant Name (first – mi – last): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_ ID verified: Yes No

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent Name (if participant is under 18 years of age): \_\_\_\_\_

Initials  
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I acknowledge that I am providing a waiver of liability for myself OR that I am authorized to provide consent for the minor individual (under 18 years of age) associated with this account.

Initials  
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**I HAVE NO PHYSICAL IMPAIRMENTS, INJURIES, OR ILLNESSES THAT WILL ENDANGER ME OR OTHERS.** I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and/or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of, Denali Gymnastics & Fitness, Inc. (hereafter referred to as "DENALI FITNESS")

Initials  
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**I ACKNOWLEDGE THAT I AM PARTICIPATING VOLUNTARILY AND WILL NOT HOLD DENALI FITNESS RESPONSIBLE FOR ANY ACTS OF NEGLIGENCE ON MY PART.** In consideration of the above-mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by DENALI FITNESS, I, the undersigned, hereby release DENALI FITNESS, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above-mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

Initials  
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**I UNDERSTAND AND EXPRESSLY ACKNOWLEDGE THAT I HAVE THE RESPONSIBILITY OF MY OWN SAFETY WHILE PARTICIPATING IN ANY OR ALL OF THE ACTIVITIES ASSOCIATED WITH OR PROVIDED BY DENALI FITNESS.** I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used or rented and to immediately advise DENALI FITNESS of anything which I consider to be unsafe or to refuse to participate. I understand that maintenance of the Facility and equipment, training, coaching, instruction, supervision, enforcement or lack thereof of any rules or regulations, route setting, or any added safety measures by DENALI FITNESS do not and cannot guarantee my safety. I hereby represent that any of my own equipment that I use at the Facility is safe and in no way shall DENALI FITNESS be liable for any damages caused to myself or a third party for any failure of such equipment.



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Initials  
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**I GIVE MY PERMISSION FOR DENALI FITNESS TO PROVIDE EMERGENCY TRANSPORTATION AND MEDICAL CARE.** In the event that DENALI FITNESS deems it necessary to administer emergency first aid, CPR, or AED or to remove me from its Facility or premises, or to seek emergency medical care for me that, by signing this document, I am giving DENALI FITNESS permission to: administer emergency first aid or CPR or AED, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the Facility. By signing this document, I am waiving any right to object to or bring any type of action or claim against DENALI FITNESS for the aforementioned medical decisions.

Initials  
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**I GIVE MY PERMISSION FOR DENALI FITNESS TO TAKE, STORE, AND/OR USE MY PHOTOGRAPH AND/OR VIDEO RECORDING FOR PUBLICITY PURPOSES WITH NO COMPENSATION OR PRIOR NOTIFICATIONS.** I agree that all photographs and/or video recordings will be the property of DENALI FITNESS and I waive all rights including the right to inspect and/or approve copy of voice commentary that may be used in conjunction with uses to which they may be applied.

Initials  
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**POLICY:**  
I understand that in order for my membership to remain current, monthly fees must be paid on time. Fees are due and payable in advance of service on the 1<sup>st</sup> day of each month. Attempts resulting in NSF (non-sufficient funds), declined or expired credit card, etc. may be subject to a \$25.00 service charge. It is my responsibility to update personal information with DENALI FITNESS. Delinquent accounts may result in members being removed from the class roster and refused admittance to class. DENALI FITNESS reserves the right to use all legal means to collect outstanding debts including sending accounts to a collection agency.

Initials  
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**POLICY:**  
I agree to be financially responsible for any and all damages to the premises and/or equipment belonging to DENALI FITNESS that may be damaged due to careless and/or purposeful abuse by me.

Initials  
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**POLICY:**  
I acknowledge that Denali Fitness may close its Facility for seminars, certifications, maintenance, inclement weather, selected holidays, and other hours. Denali Fitness may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on the Term Membership Agreement. DENALI FITNESS does not offer make-up classes, refunds, or credit for any of the aforementioned reasons. DENALI FITNESS will post schedule changes with as much notice as possible.

Initials  
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**POLICY:**  
I have received a copy of the Denali Fitness Member Handbook that details program guidelines and expectations of member behavior. I shall comply with and observe all rules and regulations of DENALI FITNESS and the terms and conditions of this agreement at all times.

I have fully read and understand the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights. I am aware that this is a release and waiver of liability and sign it knowingly, voluntarily, and of my own free will.

\_\_\_\_\_  
Member Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member Signature (Parent signature if minor under 18 years of age)

\_\_\_\_\_  
Relationship to member