



WAIVER AND RELEASE

This Waiver And Release (“**Agreement**”) is effective as of this ____ of _____, 201__, and is by and between _____ (“**Parent/Guardian**”), on behalf of _____ a minor (“**Child**”), and Fun Fit Decatur Kids, (“**FFDK**”).

RECITALS

WHEREAS, Parent/Guardian’s would like Child to engage in fitness and athletic activities and Parent/Guardian desires to engage FFDK to coordinate and lead such activities, and FFDK wishes to organize the delivery of such activities. Parent/Guardian and FFDK each recognize the mutual benefits to each other as good and valuable consideration to support this Agreement. Parent/Guardian, on his or her own behalf and on behalf of his or her family members (including spouse, parents, and children), heirs, and assigns, agrees as follows:

1. FUN FIT DECATUR KIDS IS NOT A LICESED CHILD CARE FACILITY:

Parent/Guardian acknowledges that they have been informed that FFDK is not a licensed child care facility. Parent/Guardian further acknowledges that FFDK is not required to be licensed by the Georgia Department of Early Care and Learning and is exempt from the state licensure requirements.

2. INHERENT RISKS/ASSUMPTION OF RISK:

Parent/Guardian acknowledges that risks, conditions, and dangers are inherent in the fitness activities organized and conducted by FFDK, and Parent/Guardian agrees to assume all such risks on behalf of Child. These risks include, but are not limited to, injury from the use of equipment, participating in exercises, running, jumping and gymnastics. **Parent/Guardian is NOT relying on FFDK to list all possible risks for Child or to provide safety equipment. Parent/Guardian affirms that Child is participating voluntarily, that Parent/Guardian assumes all risk on behalf of Child and affirms that Child does not have any conditions that could increase Child’s likelihood of experiencing injuries while engaging in these activities. Parent/Guardian authorizes FFDK to seek emergency medical treatment for Child if necessary and Parent/Guardian further accepts financial responsibility for any costs related to such emergency medical treatment.**

3. RELEASE:

TO THE FULLEST EXTENT PERMITTED BY LAW, PARENT/GUARDIAN HEREBY RELEASES FFDK AND THOSE ACTING ON ITS BEHALF FROM ALL LIABILITY RELATING TO INJURIES OR DEATH THAT MAY OCCUR IN PARTICIPATING IN FITNESS ACTIVITIES OR ANY OTHER ACTIVITIES CONDUCTED OR ORGANIZED BY FFDK. PARENT/GUARDIAN AGREES TO HOLD FFDK FREE FROM ANY LIABILITY, INCLUDING FINANCIAL RESPONSIBILITY FOR INJURIES SUSTAINED, REGARDLESS OF WHETHER INJURIES ARE CAUSED BY THE NEGLIGENCE OF FFDK, ITS BENEFICIARIES, OR ANYONE OR ANYTHING ELSE. THIS RELEASE DOES NOT PURPORT TO RELIEVE FFDK FOR ACTS OF GROSS NEGLIGENCE OR WILFUL OR WANTON CONDUCT.

PARENT/GUARDIAN:

SIGNATURE: _____

DATE: _____

PRINT NAME: _____