

Youth Consent and Conduct Form

CDPHP® Fitness ConnectSM at the Ciccotti Center (the Center) reserves the right to stop participation in the facility based on improper conduct or behavior which might interfere with a member's enjoyment of the facility. Improper behavior, misuse of equipment, or violation of facility rules may result in termination of the membership.

ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY AGREEMENT

I, _____, for myself if I am 18 years of age or older, and/or as the Parent or Legal Guardian of _____, a minor, ACKNOWLEDGE that I have voluntarily agreed to use and/or consented and granted permission to allow my minor child/ward to use the Center. For and in consideration of being given the opportunity for me and/or my minor child/ward to use the Center and as a condition of my own and/or my minor child/ward's use of the Center I acknowledge and agree as follows:

1. **WAIVER AND RELEASE**: I agree to waive, release and discharge from all liability the Center, officers, agents, employees and volunteers, including but not limited to Power Wellness Management, LLC ("Power Wellness"), (collectively the "Center Affiliates"), from any and all claims, rights, damages, causes of action and demands of whatsoever kind or nature, whether known or unknown, which I may have or claim to have against the Center and Center Affiliates arising out of, connected with, or in any way associated with my own and/or my minor child/ward's voluntary use of the Center. I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of New York, and that if any portion hereof is held invalid, I agree that the balance thereof will, notwithstanding, continue in full legal force and effect.

2. **RISK OF INJURY**: As a user of the Center and/or as a parent or legal guardian of a participant under 18 years of age, I acknowledge that I am aware that the use of the Center may be dangerous. I and/or my minor child/ward are voluntarily using the Center with knowledge of the danger involved and I recognize and acknowledge that there are certain risks of physical injury, sickness and/or disease associated with the use of the Center, and voluntarily agree to assume the full risk of injuries, including illness, or death, and damages or losses of any kind, and the exposure to disease causing organisms and/or objects, including but not limited to, communicable diseases which I may sustain arising out of, connected with or in any way associated with or related to my own and/or my minor child/ward's voluntary use of the Center. I am not aware of any health or fitness restrictions that preclude my participation or the participation of my minor child/ward.

3. **INDEMNIFY AND DEFENSE, WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**: I acknowledge that there are certain risks of physical injury and transmission of disease such as, which includes but is not limited to, communicable diseases to Center users in their activities, and I agree to assume full risk of any and all injuries, sickness, damages or loss, that I and/or my minor child/ward may sustain as a result of said use of the Center. I further agree to waive and relinquish all claims I and/or my minor child/ward may have (or accrue to me/us) as a result of my/our use of the Center, including any claim for injuries, sickness, disease, damages or loss arising from use of the Center, against the Center and Power Wellness, including their officers, agents, volunteers, and employees. I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Center and Power Wellness and their officials, agents, volunteers, and employees with respect to any liability, claim, demand, cause of action, damage, loss or expense (including court costs and reasonable attorney's fees) of any kind or nature which may arise out of, result from, or relate in any way to my use of the Center, including claims for liability caused in whole or in part by the negligent acts or omissions of the released

parties. I hereby agree to assume all liability and hold the Center and Center Affiliates harmless, for liability resulting from any exposures to disease causing organisms and/or objects such as, which includes but is not limited to, communicable diseases. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for liability against any of the released parties, I will indemnify, defend and hold harmless each of the released parties from any such liabilities which may be incurred as the result of such claim. I have read and fully understand the above important information, warning of risk, notice, assumption of risk and waiver and release of all claims. I further agree to indemnify, hold harmless and defend the Center and Center Affiliates from any and all claims, rights, demands and/or causes of action of whatsoever kind or nature, whether known or unknown, which I and/or my minor child/ward may have or claim to have, arising out of, connected with, or in any way associated with my own and/or my minor child/ward's use of the Center and any activities related to or associated with said use of the Center.

4. WARNING OF COMMUNICABLE DISEASE RISK: Use of the Center and adherence to the policies and procedures established by the Center will not prevent the communication of disease, including communicable diseases, in every situation. Each user of the Center or parent of a user of the Center should fully and carefully consider the potential risks involved in using the Center in light of the communicable diseases, or any other communicable disease or pandemic that may arise in the future. The recommendations made by the Center and Power Wellness and the precautions undertaken by the Center and Power Wellness should not be interpreted as setting a standard of precaution or care, or be deemed inclusive of all proper methods of precaution or care, nor exclusive of other methods of precaution or care reasonably directed to obtaining the same results. All information, content, and material provided by the Center and by Power Wellness is for informational purposes only and is not intended to serve as a substitute for the consultation, diagnosis, and/or medical treatment of a qualified physician or healthcare provider. The ultimate judgment regarding the propriety of any specific action, including but not limited to, the use of the Center, must be made by each individual in consultation with his/her physician and in light of all the circumstances presented by the current pandemic, and the known variability and biological behavior of the individual's medical condition.

The Center and Power Wellness do not make and hereby disclaim any warranty, express or implied, as to the accuracy or completeness of the recommendations made or precautions taken whether initiated by the Center, Power Wellness or others and undertake no obligation and assume no responsibility for any injury, sickness, disease or damage to persons arising out of or related to the use of the Center. The sole risk of using the Center is that of each individual alone.

5. DIRECTION/CONDUCT: I and/or my minor child/ward agree to: (1) follow any and all guidance, decisions and directions from the Center, Power Wellness or their employee(s) with whom I and/or my minor child/ward are interacting with as part of the use of the Center, including without limitation any direction to remain at or to leave any location, to cease any activity, or any other direction given to me by said employee(s). I understand and agree that the Center, Power Wellness and their employee(s) and have complete authority to terminate me and/or my minor child/ward from the use of the Center at any time and for any reason and that I and/or my minor child/ward have no expectation of continued participation in the use of the Center.

6. ADMISSIBILITY, SEVERABILITY AND BINDING EFFECT: I agree that this Assumption of Risk and Waiver and Release of Liability Agreement shall be admissible in evidence in any proceeding or litigation in which the terms of this Assumption of Risk and Waiver and Release of Liability Agreement are sought to be enforced. I agree that this Assumption of Risk and Waiver and Release of Liability Agreement is intended to be as broad and inclusive as permitted by the laws of New York, and that if any portion hereof is held invalid, I agree that the balance thereof will, notwithstanding, continue in full legal force and effect. I agree that this Assumption of Risk and Waiver and Release of Liability Agreement shall inure to the benefit of, and shall be binding upon my heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind whatsoever.

7. ACKNOWLEDGMENT: I have carefully read and fully understand and agree to the above-stated conditions of participation. I am aware that I am assuming all risks and releasing Center and Center Affiliates from all liability related to my own and/or my minor child/ward's voluntary use of Center, and that this Assumption of Risk and Waiver and Release of Liability Agreement is a binding contract between myself and Center and sign it of my own free will. I understand that this is a legal document and that I have a right and option of having an attorney review the document before signing it.

Signature (Minor) _____

Date _____

Printed Name _____

Date of Birth _____

Signature (Guardian/Parent) _____

Date _____

Printed Name _____

Address _____

Telephone Number _____

Membership Number _____

In case of an emergency, contact _____

at _____

Witness Signature _____

Date _____

Printed Name _____