

**EDGE PERFORMANCE*FITNESS
PARTICIPANT LIABILITY RELEASE AND WAIVER**

In consideration of my participation in the programs offered by Edge Performance*Fitness, LLC (“Edge”), I, the undersigned Participant, agree to assume the risks incidental to such participation (which include, but are not limited to, property damage, bodily injury and death) and on my own behalf and on behalf of my heirs, executors and administrators **RELEASE AND FOREVER DISCHARGE** Edge and its members, employees, contractors, successors and assigns (the “released parties”) of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in such programs and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys’ fees and disbursements.

Participant understands and agrees that activities associated with the Edge programs may be dangerous and that Edge cannot guarantee the safety of the Participant. Any Edge programs Participant may take part in will be considered to have been undertaken with Participant’s approval and understanding of any and all risks involved.

I understand that this release, indemnity and hold harmless agreement includes any claims based on negligence, action, inaction or fault of any of the above released parties and covers bodily injury (including death) and property damage related to my participation in the Edge programs, whether suffered by me before, during or after such participation.

DECLARATION OF FITNESS AND AUTHORIZATION FOR MEDICAL TREATMENT:

I declare that I am in good physical condition and do not suffer from any disability that would prevent or limit my participation in this exercise program. I understand that my providing of emergency contact information in no way obligates Edge to contact that individual or seek consent to provide medical help or treatment. I further authorize medical treatment for myself, at my cost, if the need arises.

I am aware of the dangers and risks associated with my participation in any exercise program (including but not limited to those ranging from abrasions, muscle strains/sprains, dizziness, delayed-onset muscle soreness, and joint pain to heart failure, stroke and death). I agree to limit my activity to a level that is comfortable to me and to stop all activity if I feel uncomfortable. I understand that I am responsible for my own physical limitations and for monitoring my own exercise intensity while participating in this program. I will notify the class instructor and my physician if I experience discomfort. I also understand that I am not required to perform all the class exercises and that I may withdraw from this program at any time.

CHOICE OF LAW AND CHOICE OF FORUM:

This agreement shall be governed by the laws of the State of Oregon and any legal action relating to or arising out of this Agreement shall be commenced and maintained in Multnomah County, State of Oregon or, if appropriate, the United States District Court for the District of Oregon.

The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

By signing this form, I declare that I have read, have understood, and agree to the contents of this fitness consent and release of liability in its entirety. Alteration of the form is not permitted.

DATE: _____

EMERGENCY CONTACT INFO

PARTICIPANT:

Name: _____

Signature: _____

Phone #: _____

Printed Name: _____

Cell #: _____

Address: _____

Relation to you: _____