

# **XGYM, LLC**

## **Medical Treatment Authorization/Liability Release/Emergency Contact Information**

### **Please print**

Full Legal Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ E-mail: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Other Emergency contact name/number : \_\_\_\_\_

If Minor:

Parent(s) Name(s): \_\_\_\_\_

Parent E-mail: \_\_\_\_\_ Parent Cell Phone: \_\_\_\_\_

School Name: \_\_\_\_\_ Grade/Year: \_\_\_\_\_

## **EMERGENCY CONTACT INFORMATION:**

NAME: \_\_\_\_\_

INSURANCE COMPANY: \_\_\_\_\_ POLICY #: \_\_\_\_\_

PHYSICIAN: \_\_\_\_\_

PHYSICIAN NUMBER: \_\_\_\_\_

PREFERRED HOSPITAL: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

PHONE #: \_\_\_\_\_

SECONDARY CONTACT: \_\_\_\_\_

PHONE #: \_\_\_\_\_

**ASSUMPTION OF RISK, INDEMNITY, AND RELEASE FROM LIABILITY:**

In consideration for access to the equipment, facilities, services, classes, practice sessions, and clinics provided by and/or facilitated by XGym, LLC, its managers, members, volunteers, agents, assistants, employees, coaches, staff members, independent contractors, premises owners and/or facility owners (collectively "XGym"):

1. I acknowledge the existence of risks in connection with my use of the equipment, facilities, services, classes, practice sessions, and clinics provided by XGym. My participation in spirit line team practice sessions, exercise activities, classes, clinics and other XGym activities is purely voluntary, and I elect to participate with full knowledge of the risks of injury or illness. I accept full responsibility for any injuries or illness that I may sustain in the course of such activities, whether foreseen or unforeseen.
2. I declare that I am in good health and physical condition, and that I am physically and mentally able to participate in the activities listed above. I acknowledge the existence of certain rules and procedures concerning my participation in clinics and the use of equipment, facilities and premises, and I agree to abide by those rules and procedures. I agree to inspect the equipment and facilities prior to participating, and to report any unsafe conditions to XGym. I agree that if at any time I believe the conditions of the equipment or facilities to be unsafe, I will immediately discontinue use of such equipment or facilities and notify XGym. If I am injured, I authorize XGym to obtain or provide emergency medical treatment, if necessary, and I will be responsible for the costs of such treatment.
3. To the extent permitted by law, I hereby agree to release, waive, forever discharge, hold harmless, and covenant not to sue XGym and/or Xavier College Preparatory from any and all claims, costs, liabilities, demands, expenses, losses or damages on my account arising from, caused and/or alleged to be caused, in whole or in part, by the negligence of XGym, including negligent rescue operations or emergency medical treatment.
4. I understand that XGym is not responsible for personal property that is lost, damaged or stolen while I am at XGym.
5. I acknowledge and agree that it is my responsibility to maintain my own accident and health insurance coverage that provides adequate coverage for myself and that XGym does not provide accident or health insurance for those participating in its activities.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT 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.

\_\_\_\_\_ Witness \_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_ Date: \_\_\_\_\_  
Participant's Signature

- CONTINUED ON NEXT PAGE -

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITIES DESCRIBED ABOVE AND ACCEPT THE RISKS DESCRIBED ABOVE. I AM AWARE OF THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITIES. TO THE EXTENT PERMITTED BY LAW, I HEREBY AGREE TO RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE XGYM AND/OR XAVIER COLLEGE PREPARATORY, FROM ALL LIABILITIES, CLAIMS, COSTS, DEMANDS, EXPENSES, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT ARISING FROM, CAUSED AND/OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF XGYM.

\_\_\_\_\_  
Printed Name of Parent/Guardian

Witness \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Parent/Guardian's Signature  
(only if participant is under the age of 18)

\_\_\_\_\_  
Date