

NEXT LEVEL

SPORTS PERFORMANCE

Waiver and Release of Liability

I, the undersigned participant, recognize and acknowledge that activities at Next Level Sports Performance, which includes onsite training located at 6126 Commercial Drive DeMotte, IN 46310, and/or any offsite locations affiliated with Next Level Sports Performance, involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result from participant action, inaction, negligence of others, rules of play, or the condition of the premises or any equipment used. Further, I understand that there may be other risks not known or reasonably foreseeable at this time and that such risks shall be assumed by the undersigned. I authorize the instructor, coach, or owner of Next Level Sports Performance to call for emergency rescue services for (my name) _____ should they be necessary in the case of injury or suspected injury, or during the times that the above named individual is participating in an activity at Next Level Sports Performance. I authorize the attending physician at the hospital to administer necessary emergency medical care to myself upon arrival at the hospital. I will accept responsibility for the payment of any and all treatment provided therein including emergency rescue services. I certify that I am capable of participating safely in the activities at Next Level Sports Performance. I understand that the owners of Next Level Sports Performance do not provide accident, health, or life insurance coverage for myself, my child or participant during program participation. I further understand that I am legally responsible for participants/my actions including, but not limited to, any damage to private or public property. I am legally responsible for participants/my own welfare and actions including personal needs and medical expenses. I agree to hold the owners of Next Level Sports Performance and its representatives harmless from any loss, damage, or injury which may result from me participating in activities at Next Level Sports Performance. This release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused in whole or in part by the negligence of the owners of Next Level Sports Performance. I further agree to release, waive, and discharge, and covenant not to sue the owners of Next Level Sports Performance for any claims, demands, or actions whatsoever arising out of any damage, loss, or injury incurred on or to me as a result of my participation in activities at Next Level Sports Performance. This release of liability and indemnity applies to me, the undersigned, as well as any personal representatives, assigns, heirs, and next of kin.

I have read and fully understand the effect of the relinquishment of the rights that I hereby waive.

Name: _____

Signature: _____

Date: _____

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COVID-19 Release and Terms of Agreement

By entering Next Level Sports Performance, I am aware that I agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses such as the coronavirus (COVID-19). The coronavirus may be transmitted via exhaled respiratory droplets and may be transmitted between persons or surfaces. Although Next Level Sports Performance regularly sanitize our equipment and are using necessary cleaning methods, I understand that I may be exposed to the coronavirus or its symptoms through no fault of Next Level Sports Performance or its employees. Known coronavirus symptoms include fever, coughing, shortness of breath, pneumonia, kidney failure, and may include other symptoms, stroke or even death (collectively "Symptoms"). I understand and agree that I will hold Next Level Sports Performance harmless and I will not hold Next Level Sports Performance liable for any real or perceived Symptoms of COVID-19 or any other disease, illness, or condition, not for exacerbating any existing symptoms, and I fully agree to accept all risks of entering the facility, using the equipment, working with trainers, attending classes, and/or interacting or being exposed to other clients (members).

I have read this Release and Terms of Agreement and I understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

Name: _____

Signature: _____

Date: _____

Photo/Media Release

Next Level Sports Performance has my permission to use my photograph publicly to promote Next Level Sports Performance. I understand the images and/or videos may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

Name: _____

Signature: _____

Date: _____