



POWER & GRACE
— PERFORMANCE —

305 N. Shawnee Drive
Suite #600
Suwanee, GA 30024

www.powerandgraceperformance.com

Name of Athlete: _____

Email: _____

Address: _____

Cell Phone: _____ Work Phone: _____

Emergency Contact: _____ Relationship: _____

Current or past disabilities or injuries: _____

RELEASE OF LIABILITY

READ VERY CAREFULLY BEFORE SIGNING

I hereby acknowledge that I, or my minor child, freely and voluntarily wish to participate in the fitness, instruction, and exercise activities of Power And Grace Performance LLC or Power And Grace Performance Weightlifting and use its facilities, equipment, premises, and instructors/trainers. In consideration of that opportunity, participation, and use, in addition to any payments or charges, I hereby execute this Release of Liability with the intent to bind myself, my spouse, my children, my parents, my heirs, assigns, legal representatives, minor child athlete, and any other person claiming under or through me.

I understand and agree that by participating in Power And Grace Performance LLC or Power And Grace Performance Weightlifting activities, I or my minor child, face risks of accidental and/or other physical or emotional injury. These risks may include, but are not limited to, (1) loss or damage to personal property, (2) injury or fatality; (3) physical exertion and heat exhaustion; (4) dehydration; (5) exposure to various on- and off-site premises and/or equipment and all the risks inherent therein, including slips, falls, collisions, failures, and falling objects; (6) NEGLIGENT CO-PARTICIPANTS, and (7) strenuous and hazardous physical activities, among others. Further, I agree that Power And Grace Performance LLC or Power And Grace Performance Weightlifting has no right of control or influence on the safety or security of the premises or its surroundings, including criminal activities on or near the Power And Grace Performance LLC or Power And Grace Performance Weightlifting premises. I understand and assume all risks EVEN IF RESULTING FROM NEGLIGENCE, AND EXPRESSLY AGREE TO WAIVE ALL CLAIMS FOR NEGLIGENCE.

I further represent that I have made Power And Grace Performance LLC or Power And Grace Performance Weightlifting aware of any and all current or past physical or mental disabilities, injuries, and/or problems which might limit my participation by listing them above and I will advise Power And Grace Performance LLC or Power And Grace Performance Weightlifting and its instructors/trainers at any point when I question my or my minor child's ability to participate in any activities.

CONTINUED ON REVERSE

I EXPRESSLY AGREE AND INTEND THAT MY OR MINOR CHILD'S PARTICIPATION IN ALL POWER AND GRACE PERFORMANCE LLC OR POWER AND GRACE PERFORMANCE WEIGHTLIFTING AND USE OF ALL EQUIPMENT OR FACILITIES SHALL BE UNDERTAKEN BY ME OR MY CHILD AT OUR OWN RISK AND THAT NEITHER POWER AND GRACE PERFORMANCE LLC OR POWER AND/OR GRACE PERFORMANCE WEIGHTLIFTING AND ITS EMPLOYEES, INSTRUCTORS, TRAINERS, MANAGERS, AGENTS NOR ASSIGNS SHALL BE LIABLE FOR ANY INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION WHATSOEVER WHICH MAY ARISE OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN PHYSICAL ACTIVITIES WHETHER FROM *ACTS OF ACTIVE OR PASSIVE NEGLIGENCE* ON MY PART, OR THE PART OF ANYONE ELSE, AND I DO HEREBY AGREE TO FOREVER RELEASE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND DEFEND POWER AND GRACE PERFORMANCE LLC OR POWER AND GRACE PERFORMANCE WEIGHTLIFTING ITS EMPLOYEES, INSTRUCTORS, OWNERS, TRAINERS, MANAGERS, AGENTS OR ASSIGNS FOR ANY SUCH INJURIES, DEATHS, DAMAGES, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, *CLAIMS FOR NEGLIGENCE* OR OTHER THEORIES OF LIABILITY AND/OR STRICT LIABILITY, COUNSEL TO BE CHOSEN BY POWER AND GRACE PERFORMANCE LLC OR POWER AND GRACE PERFORMANCE WEIGHTLIFTING

I authorize Power And Grace Performance LLC or Power And Grace Performance Weightlifting to take photographs and videotapes of me or my minor child and to record my voice, conversation, grunts, groans, and other sounds during and in connection with all activities. I acknowledge that Power And Grace Performance LLC or Power And Grace Performance Weightlifting shall own exclusively all copyright and other rights in and to such tapes, photography, and recordings and may use them forever and throughout the world in any manner without compensation to me. I authorize Power And Grace Performance LLC or Power And Grace Performance Weightlifting to use my or my minor child's name, voice, likeness, and any biographical facts disclosed or provided to Power And Grace Performance LLC or Power And Grace Performance Weightlifting in advertising and promoting Power And Grace Performance LLC or Power And Grace Performance Weightlifting specifically and/or other physical activities or exercises generally without further compensation.

The terms of this Release of Liability are to be governed by and construed under the laws of the State of Georgia. In the event any term or provision of this Release of Liability is found to be unenforceable or void, in whole or part, the term or provision concerned shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Release of Liability shall remain in full force and effect. I agree that exclusive venue for any dispute arising between Power And Grace Performance LLC or Power And Grace Performance Weightlifting and me or my minor child involving this Release of Liability in any way shall be in Gwinnett County, Georgia.

ACCEPTED AND AGREED:

SIGNATURE: _____

PRINTED NAME: _____

Date: _____