

HIT IT HARD, INC.

Agreement and Release of Liability

In consideration of being allowed to participate in the fitness training activities and programs of HIT IT HARD, INC. ("HIH") and other classes/events offered by HIH and/or its instructors, and to make use of its equipment and services, in addition to any donation and/or payment of any fee or charge, I do hereby forever on my own behalf and, if signed by me as a parent on behalf of my child, myself and my family, waive, release and discharge the City of Tampa, Hillsborough County, and their officers, employees and agents, HIH and its agents, officers, directors, instructors, employees, representatives, executors and all others acting on their behalf, from any and all claims or liabilities for injuries or damages to my person and/or property, including those arising out of or connected with my participation in any activities, programs or services of HIH or the use of any equipment at various sites, including home and outdoors, provided by and/or recommended by HIH and its instructors, employees and representatives.

Also, I, on behalf of myself, as well as my heirs, personal representatives, guardians, successors, assigns or any persons deriving their claims through me hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify HIH and its owners, instructors, agents, officers, employees, affiliates, subsidiaries, successors and assigns from any and all claims, suits or causes of action of any nature, including claims for negligence, that I have or may have in the future arising from my participation in HIH's fitness training activities, programs and/or other events. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by HIH.

I understand that my participating in HIH's fitness training activities, programs and/or other events will or may expose me to risks and dangers, that could result in my injury or illness, including but not limited to bodily injury, disease, disability or death, and that these risks and dangers may be caused or increased by the negligence of HIH. I assume all risks and dangers and all responsibility for any loss(es) or damage(s) whether caused by HIH or any third person.

I have been informed, understand, and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also have been informed, understand, and am aware that fitness activities, including those performed on grass or pavement, involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities with full knowledge, understanding, and appreciation of the dangers involved.

I additionally acknowledge that I have undertaken the following personal obligations as a participant in HIH including:

- A. To engage in appropriate pre-exercise warm-up and post-exercise cool-down stretching and flexibility exercises;
- B. To carefully inspect all exercise equipment prior to use to assure it is in proper working order;
- C. Use exercise equipment, perform flexibility exercises, perform muscular strength or muscular endurance exercises, aerobic activities only in the manner directed;
- D. Perform activities at the intensity level appropriate for my general health and physical condition;
- E. Purchase appropriate personal exercise equipment as required by the activities I am participating in, including, but not limited to, athletic shoes;
- F. To immediately cease activity if I feel dizzy, nauseous, or faint, or experience rapid heart beat, extreme shortness of breath, headache, or any other physical symptom which is unusual for me, and advise my instructor of the occurrence of said symptoms;
- G. Discuss with my instructor and my physician any changes in my medical condition which might affect my participation;
- H. Discuss with my physician in advance of any concerns he/she may have about my participation in fitness testing activities such as body fat assessment, sub-maximal stress test, stretching tests, and the like.
- I. I agree not to participate in activity with HIH during any period that I am under the influence of alcohol or drugs or taking any prescription medication unless specifically approved by my physician.

I hereby agree to expressly assume and accept any and all risks of injury or death.

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs, and use of exercise equipment. I also acknowledge that it has been recommended that I have yearly or more frequent physical examinations and consultations with my physician as to physical activity, exercise, and use of exercise equipment. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in the exercise activities, programs, and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities, programs, and use of equipment. I further acknowledge that I have been advised that maintaining good medical insurance coverage is important for all individuals involved in exercise programs and have been encouraged to obtain such coverage.

4. I understand that HIH's provision and maintenance of an exercise/fitness program for me does not constitute an acknowledgement, representation, or indication of my physiological well-being, or medical opinion relating thereto and that I have reached my decision about participation in this program in consultation with my doctor, psychologist, and/or other medical professional.

5. I agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with my participation in this activity without compensation from the City of Tampa, Hillsborough County, HIH or any other, and consent to the use of these photographs, slides, movies, or videos for any legal purpose.

IMPORTANT NOTICE: THIS IS A BINDING LEGAL AGREEMENT AND RELEASE. IF YOU HAVE ANY QUESTIONS REGARDING IT, YOU SHOULD SEEK THE ADVICE OF YOUR ATTORNEY PRIOR TO SIGNING IT.

Print Name : _____

Signature : _____ Date : _____

Email : _____ Phone: _____

City/State/Zip: _____

Birthday : _____ Age: _____

Emergency Contact/Phone: _____

Medical Conditions or Notes for Instructor:

FOR MINORS:

If the person whose signature appears above is under age 18, I _____, sign the foregoing Agreement and Release on behalf of my child. I hereby represent that I am the custodial parent of _____ and have full authority to execute this Agreement and Release of Liability as a parent on behalf of my child, my family, and myself.

AGREED to this ____ day of _____, 2011.

Custodial Parent's Signature: _____