

# RITUAL VITALITY

## Waiver & Health Info

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**In an emergency, please call (name):** \_\_\_\_\_

**Emergency Phone:** \_\_\_\_\_

### Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in physical training, including but not limited to, the physical training inherent to all exercise activities, and that my participation in any such physical training program carries with it the potential for death, injury, and/or property damage. The risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; those risks caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and trainers and lack of hydration. These risks are not only inherent to physical training and athletics but are also present for volunteers and spectators. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participating, volunteering or watching in any physical training with Ritual Vitality LLC. I realize that liability may arise from negligence or carelessness by the persons or entities being released from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

**Initials:** \_\_\_\_\_

Release: I acknowledge that I am willingly participating in these activities and that I have assumed all risks as described above. In consideration for my being allowed to participate in the activities offered,

I, the undersigned hereby release Ritual Vitality and the hosting organization, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with the hosting organization to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

**Initials:** \_\_\_\_\_

Indemnification: The participant recognizes that there is risk involved in the types of activities offered. Therefore, the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Ritual Vitality LLC and the hosting organization, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training.

**Initials:** \_\_\_\_\_

Arbitration & Governing Law: The laws of the State of Arizona govern this agreement (without reference to its principles of conflicts of law), and venue for any court proceeding shall be in the State of Arizona, and any right to jury trial shall be waived. I agree that my sole remedy for any dispute, whether in contract, tort, or otherwise, with Ritual Vitality is to submit to binding arbitration with an arbitrator within six months of the incident giving rise to the cause of action, even if that time is less than the applicable statute of limitations. In the event of arbitration, I will pay half of the costs of the arbitrator and other costs of arbitration, and I will be responsible for all of the costs for my own legal counsel.

**Initials:** \_\_\_\_\_

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it I am obligated to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

I understand that by signing this form I am waiving valuable legal rights.

**Signature of participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If the participant is under the age of 18,

Signature of Parent/Guardian: \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_