

## Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation at the Yoakum Shape Shop, now or at any time in the future.

### Acknowledgement of Risk

I hereby acknowledge and agree that participation in Yoakum Shape Shop activities comes with inherent risks. I have full knowledge and understanding of the inherent risk associated with participation in activities at the Yoakum Shop Shop, including but in no way is limited to: (1) slips, trips, and falls, (2) athletic injuries, and (3) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Yoakum Shape Shop participation and that said list in no way limits the operation of this agreement.

### Coronavirus/COVID-19 Warning and Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating at the Yoakum Shape Shop can increase the risk of contracting COVID-19. The Yoakum Shape Shop in no way warrants that COVID-19 infection will not occur through participation in activities or programs assessed at the Yoakum Shape Shop.

### Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation at the Yoakum Shape Shop, I, \_\_\_\_\_, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, hereby do release the Yoakum Shape Shop, it's officers, directors, employees, and insurers from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators, and assigns may have, now or in the future, against Yoakum Shape Shop on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the Yoakum Shape Shop facility and equipment or participation in a program whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of releasees.

In consideration of my participation and programs at the Yoakum Shape Shop of Yoakum, Texas, I, the undersigned participant, agree to indemnify and hold harmless releases from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation at the Yoakum Shape Shop and that I am voluntarily assuming said risk. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating at the Yoakum Shape Shop and by signing this agreement I hereby release releases from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation at the Yoakum Shape Shop.

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, and that I'm therefore at lawful age (18) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Name (Print Clearly)

**FOR MINORS:**

I, in my legal capacity as the parent/guardian of the minor named above, do hereby acknowledge and agree that participation at the Yoakum Shape Shop comes with inherent risks.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Parent Name (Print Clearly)