

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

MOUNTAIN ENTERPRISES, LLC doing business as "Tenacity Adventure Fitness"  
 13915 Highway 41, Tracy City, Tennessee 37387 (the "Location")



Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

In an Emergency, I'd like Tenacity Adventure Fitness to Call This Person: \_\_\_\_\_ Phone: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

*Must be completed for participants under the age of 18. (Print up to three names/birthdates below of children of the SAME parent or legal guardian.):*

Participant 1 • Print First Name:	Print Last Name:	Print Birthdate (mo/day/yr):
Participant 2 • Print First Name:	Print Last Name:	Print Birthdate (mo/day/yr):
Participant 3 • Print First Name:	Print Last Name:	Print Birthdate (mo/day/yr):

## HEALTH QUESTIONS

**DO YOU: Smoke?**  Yes  No    **Drink Alcohol?**  Yes  No    **Take Prescription Meds?**  Yes  No  
**Currently Exercise?**  Yes (How much per week? \_\_\_\_\_)  No    **Play Sports?**  Yes  No

**DO YOU HAVE:** Back Pain, Knee Pain or Shoulder Pain?  Yes  No    Previous Injuries or Surgeries?  Yes  No  
 High Blood Pressure, Asthma, Diabetes or Heart Condition?  Yes  No    Other Health Conditions Not Listed?  Yes  No

I certify that I and/or my child(ren) are physically able to participate in all activities at the Location without aid or assistance. I understand that during the summer months that the Location temperature may rise above ambient temperature of 83 (eighty-three) degrees. I further certify that I am willing to assume the risk of any medical or physical condition that I and/or my child(ren) may have. I acknowledge that I have read the rules, (the "Rules") governing my and/or my child(ren)'s participation in any activities at the Location. I certify that I have explained the Rules to the child(ren) listed in this waiver. I understand that the Rules have been implemented for the safety of all guests at the Location, including myself and/or my child(ren). I acknowledge that failure to follow the Rules could result in the expulsion of myself and/or my child(ren) from the Location. **INITIALS** \_\_\_\_\_

***If you are unsure of your health status, have multiple health problems and/or are pregnant, consult your doctor before starting a new exercise program. Working with your doctor ahead of time is a good way to plan an exercise program that is right for you. Consider it the first step on your path to physical fitness.***

## PHOTOGRAPHY/VIDEO RELEASE

Participants involved in any activities offered by Mountain Enterprises, LLC may be photographed or videotaped during training, including without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Tenacity Adventure Fitness website or in any editorial, promotional or advertising material produced and/or published by Mountain Enterprises, LLC. **INITIALS** \_\_\_\_\_

## WAIVER AND RELEASE OF LIABILITY

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These 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 including, but not limited to, use of the trampoline. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by Mountain Enterprises, LLC. Mountain Enterprises, LLC has informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. Mountain Enterprises, LLC has informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in fitness programs/classes conducted by Mountain Enterprises, LLC, and use of the equipment and facilities at the Location. 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 participation in any activity or class while at, or under direction of Mountain Enterprises, LLC.

*I acknowledge and represent that I have no physical impairments, injuries, or illnesses that will endanger me or others.*

INITIALS \_\_\_\_\_

**Release:** Acknowledging of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Mountain Enterprises, LLC, I, the undersigned hereby release Mountain Enterprises, LLC, its principals, directors, members, 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, to the fullest extent allowed by law. 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 Mountain Enterprises, LLC 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 by Mountain Enterprises, LLC. 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. I agree to indemnify and hold harmless Mountain Enterprises, LLC, 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 by Mountain Enterprises, LLC, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Mountain Enterprises, LLC. 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 HAVE READ AND UNDERSTOOD THE FOREGOING ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AND I UNDERSTAND THAT BY SIGNING IT OBLIGATES ME 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: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

IF PARTICIPANT IS UNDER THE AGE OF 18:

Signature of Parent/Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed By (Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_