

CYC FITNESS PARENTAL/LEGAL GUARDIAN CONSENT FORM

User Name: _____

Parent/Legal Guardian Name: _____

- **Acknowledgment of Risk.** Parent and/or legal guardian of minor user of CYC Fitness facilities, equipment or services (hereafter, “User”) understands and acknowledges that fitness or exercise activities, services and/or use of equipment have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. In particular, parent and/or legal guardian of User understands that the risks associated with participation in strenuous exercise includes but are not limited to, abnormal blood pressure and heart rate, fainting and heart attack. Parent and/or legal guardian of User understands that there are also unforeseeable accidents which may occur. Parent and/or legal guardian of User agrees that it is possible that the equipment being used might malfunction, be defective, and/or fail. Parent and/or legal guardian of User assumes the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of CYC Fitness facilities. User agrees to use care in the use of CYC Fitness facilities, equipment and services and to protect against accidents by other Users.
- **Medical Recommendations.** Parent and/or legal guardian of User should consult with User’s physician or have User undergo a physical examination before engaging in CYC Fitness-sponsored activities or using CYC Fitness’s facilities.
- **Medical Disclaimer.** User’s parent and/or legal guardian has been informed and acknowledges that CYC Fitness makes no claims as to medical results that can or may be obtained through use of CYC Fitness facilities, equipment or services. CYC Fitness has not suggested nor will suggest any medical treatment to User. Only licensed medical professionals are qualified to give medical advice. User is instructed not to act on the advice given by any unlicensed employee unless such advice has been verified by User’s licensed physician.
- **User’s Health Warranty.** Parent and/or legal guardian of User certifies that: (i) there are no medical, emotional and/or physical conditions that could interfere with User’s safety or prevent User from participating in any of the fitness or exercise activities of CYC Fitness, or the use of equipment.; (ii) User has not been instructed by any physician not to participate in CYC Fitness’s activities and/or use CYC Fitness’s equipment; and (iii) User is in good health and has no disability, impairment, injury, disease or ailment preventing him or her from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise.
- **User Release and Indemnity.** By signing this Agreement and/or by attending classes or otherwise participating in CYC Fitness activities, Parent and/or legal guardian of User hereby acknowledges and agrees, on behalf of User, that there are inherent risks in indoor cycling and exercise, and in using the equipment associated with CYC Fitness’s classes or instruction. On behalf of User, Parent and/or legal guardian of User assumes full responsibility for User’s use of the CYC Fitness’s facilities and shall release, waive, discharge, indemnify and hold harmless CYC Fitness, its agents, officers, shareholders, directors, employees, volunteers, Users, exercise equipment builders and installers, exercise equipment designers, exercise equipment manufacturers, lessors, insurers and all other persons or entities acting in any

capacity on their behalf (collectively referred to “Releasees”) arising from any and all liability, claims, actions or losses from bodily injury, property damages, wrongful death, loss of service, demands or any other causes of action, without limitation, that I or User may hereafter have arising out of User’s participation in fitness or exercise activities, services, and/or use of equipment. On behalf of User, Parent and/or legal guardian of User further agrees that he or she will not sue or make a claim against the Releasees for damages or other losses sustained as a result of my participation in fitness or exercise activities, services and or/ use of equipment. Should Releasees, or anyone on their behalf, be required to incur attorney’s fees, insurance deductibles, and/or other costs to enforce this Agreement, Parent and/or legal guardian of User expressly agree to indemnify and hold harmless that party for all such fees, deductibles and costs.

- Parent and/or legal guardian of User agrees, on behalf of User, that the Company and its agents, licensees and assigns have the irrevocable right to use User’s name and likeness in connection with any advertising, promotion or marketing of the Company, or make any other use of photography and/or videography made of User during the course of User’s use of the facilities and/or services of the Company. In addition, Parent and/or legal guardian of User waives, on behalf of User, without limitation, all rights and release and discharge the Company and its agents, licensees and assigns from, and shall neither sue nor bring any proceeding against any such parties for, any claim, demand or cause of action (whether now known or unknown), for defamation, invasion of right to privacy, publicity or personality or any similar matter, copyright infringement or any other matter whatsoever based upon, relating to or arising from the use, exploitation, distribution, advertisement or promotion of photography and/or videography of User. Parent and/or legal guardian of User agrees, on behalf of User, that no fees, royalties, or payment of any kind shall be due to User, Parent and/or Legal Guardian of User, or any other party in connection with the rights granted to the Company herein.
- Parent and/or legal guardian of User agrees, on behalf of User, that Company shall not be liable for the disappearance, loss or theft of, or damage to User’s personal property, including money, negotiable securities, or jewelry.
- **Parent and/or legal guardian of User understands that by signing below, he or she agrees to indemnify CYC Fitness and its agents, officers, shareholders, directors, employees, volunteers, participants, exercise equipment builders and installers, exercise equipment designers, exercise equipment manufacturers, lessors, insurers and all other persons or entities acting in any capacity on their behalf against any and all liability to him or herself and child arising out of any use of the facility. _____ (Initial here)**
- **Parent and/or legal guardian of User has read this Consent Form, and fully understands its terms and that this release cannot be modified orally. _____ (Initial here)**
- **Parent and/or legal guardian affirms that User is at least 16 years of age, 4’ 10” tall and weighs at least 100 pounds as required to participate in any CYC Fitness class, activity and/or event. _____ (Initial here)**
- **Parent and/or legal guardian agrees to renew consent as may be required by CYC Fitness. _____ (Initial here)**

Signature

Date: _____, 20_____

Parent/Legal Guardian Name

Minor Name

Email

Emergency Contact Name & Phone Number

Mailing Address

City

State

Zip