

Bodyworks Release and Parent / Guardian Waiver of Liability and Assumption of Risk



Please read this document carefully. By signing it, you are giving up legal rights.

I, the undersigned on my behalf and, if applicable, my child/ward named below (hereinafter "RELEASOR"), hereby acknowledge that I and my child/ward, desire to voluntarily participate in the activities and services provided by and Lubbock Bodyworks at 50th, L.L.C., Michael Nelson's Bodyworks, Inc., Lubbock BW Sports Centers, L.L.C., Bodyworks PT, L.L.C., Bodyworks for Women, L.L.C., Adrenaline City, its affiliates, instructors, officers, directors, agents, employees, designers, and members, as well as the property owners and the owners, manufacturers and installers of the equipment comprising the BODYWORKS facility (hereinafter referred to as "BODYWORKS") (collectively, BODYWORKS or "RELEASEES"), including but not limited to, the use of the equipment, facilities (trampolines, ropes course, laser tag, rock climbing wall, pool, water park, kid's clubs and inflatables), receiving instruction and strenuous bodily movement in the following, mixed martial arts, karate, kickboxing, boxing, group fitness, youth classes, personal training, Art of Strength classes, boot camps, kid's camps, birthday parties and events and the premises (hereinafter collectively referred to as "BODYWORKS ACTIVITIES & SERVICES"), and further agree and acknowledge as follows:

ASSUMPTION OF RISK: I, the undersigned, understand and acknowledge that BODYWORKS ACTIVITIES AND SERVICES has varying effects on individuals based upon their size, age, physical condition and/or state of health. I further recognize, acknowledge and agree that it is my sole decision whether to consult with a medical professional prior to participating in BODYWORKS ACTIVITIES AND SERVICES and that BODYWORKS recommends that participants consult with a medical professional prior to participating in BODYWORKS ACTIVITIES AND SERVICES, especially if a member has had a recent injury, surgery, pregnancy or other health condition. I, and/or my child/ward, have either consulted a physician and received medical advice and consent to participation in BODYWORKS ACTIVITIES AND SERVICES or have waived such advice and consent of a physician and accept any and all RISKS. I am assuming, on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur.

I am aware, understand and acknowledge that participation in BODYWORKS ACTIVITIES AND SERVICES is a potentially hazardous activity and involves inherent risks of danger or injury, including but not limited to, sprains, strains, fractures, concussions, contusions, lacerations, abnormal blood pressure, heart disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death that can occur (hereinafter collectively referred to as "RISKS"). I am voluntarily participating in BODYWORKS ACTIVITIES AND SERVICES with the knowledge of the danger involved with the RISKS and with the knowledge that staff assistance and/or medical facilities may not be available in the event of illness or injury. I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, ILLNESS, OR DEATH INHERENT IN BODYWORKS ACTIVITIES AND SERVICES AND VERIFY THIS STATEMENT BY PLACING MY SIGNATURE BELOW.

RELEASE OF LIABILITY: I understand that myself, and/or child/ward, will be engaging in BODYWORKS ACTIVITIES AND SERVICES using the BODYWORKS facility and it is my voluntary and informed decision to release any future lawsuits or claims that I and/or they have or may have against the RELEASEES. RELEASOR expressly releases and forever discharges and holds harmless RELEASEES from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in the BODYWORKS ACTIVITIES AND SERVICES. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any RELEASEES or from any other cause. This Waiver and Release of Liability includes, but is not limited to, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone; (b) use of any equipment that malfunctions or breaks; (c) improper maintenance of the facility, grounds, or any equipment; (d) instruction or supervision; or (e) slipping, tripping and /or falling while in the facility or on the surrounding premises.

As consideration for being permitted by BODYWORKS to participate in BODYWORKS ACTIVITIES & SERVICES, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, or sue BODYWORKS or its past, present or future parent, subsidiaries, affiliates, other related entities, successors, owners, members, directors, officers, shareholders, agents, employees, servants, assigns, investors, legal representatives and all individuals and entities involved in the operations of BODYWORKS for injury, illness, death or damage resulting from my participation in BODYWORKS ACTIVITIES & SERVICES and the RISKS involved therein.

I further grant BODYWORKS the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I, HEREBY ASSUME ALL RISK AND FULLY RELEASE, ACQUIT, REMISE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE BODYWORKS, ITS PARENT, SUBSIDIARIES, AFFILIATES, OTHER RELATED ENTITIES, SUCCESSORS, OWNERS, MEMBERS, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, EMPLOYEES, SERVANTS, ASSIGNS, INVESTORS, LEGAL REPRESENTATIVES AND ALL INDIVIDUALS OR ENTITIES INVOLVED IN THE OPERATIONS OF BODYWORKS, OF AND FROM ANY AND ALL PAST, PRESENT AND FUTURE CLAIMS ARISING FROM THEIR ACTS AND/OR OMISSIONS, INCLUDING BUT NOT LIMITED TO, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, RIGHTS, DAMAGES, COSTS, NEGLIGENCE CLAIMS, GROSS NEGLIGENCE CLAIMS, ASSAULT CLAIMS, DECEPTIVE TRADE PRACTICE CLAIMS, CONTRACT CLAIMS, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS CLAIMS, PERSONAL INJURY CLAIMS, PREMISES LIABILITY CLAIMS, PRINCIPAL-AGENT LIABILITY CLAIMS, MENTAL ANGUISH CLAIMS, PAIN AND SUFFERING CLAIMS, PHYSICAL IMPAIRMENT CLAIMS, DISFIGUREMENT CLAIMS, LOST WAGES CLAIMS, LOSS OF EARNING CAPACITY CLAIMS, WARRANTY CLAIMS, PUNITIVE DAMAGES CLAIMS, EXEMPLARY DAMAGES CLAIMS, AND ANY OTHER FORM OF COMPENSATORY CLAIMS OF ANY NATURE WHATSOEVER, WHETHER BASED ON A TORT, CONTRACT, OR OTHER THEORY OF RECOVERY, WHETHER SAME BE KNOWN AND REALIZED OR UNKNOWN AND NOT REALIZED, THAT I, MY ASSIGNEES, HEIRS, DISTRIBUTES, GUARDIANS OR LEGAL REPRESENTATIVES NOW HAVE, HAVE HAD, OR EVER WILL HAVE; FOR INJURY, ILLNESS, DEATH, OR DAMAGE RESULTING FROM MY PARTICIPATION IN BODYWORKS ACTIVITIES & SERVICES AND THE RISKS INVOLVED WITH SAME. THIS RELEASE IS INTENDED BY BOTH PARTIES TO BE AS BROAD IN ITS EFFECT AS ALLOWED BY LAW. I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT AND A LEGAL CONTRACT BETWEEN ME AND BODYWORKS AND THAT IT AFFECTS MY LEGAL RIGHTS. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL. A COPY OF THIS DOCUMENT IS AUTHENTIC AND AS EFFECTIVE AS THE ORIGINAL.

Bodyworks Member: Yes No

Print Name of Adult _____

Print Name of Participant _____ Date of Birth _____

Adult Date of Birth _____ Age _____

Print Name of Participant _____ Date of Birth _____

Address _____

Print Name of Participant _____ Date of Birth _____

City _____ State _____ Zip _____

Print Name of Participant _____ Date of Birth _____

Phone _____

Print Name of Participant _____ Date of Birth _____

Email _____

Print Name of Participant _____ Date of Birth _____

X _____
Signature of Participant Over 18 or Parent / Legal Guardian Of Minor _____ Date _____

_____ I have read and agree to the Kids' Club Policies and Procedures
Initial

_____ I agree to the Parents Night Out \$1 Per Minute Late Pickup Fee
Initial

The Bridge of Lubbock

806.687.0772



1301 Redbud Ave.

SUMMER SPORTS CAMP RULES

1. *Do unto others as you would have them do unto you (Matthew 7:12).*
2. Campers must obey Camp Staff and Volunteers (this is critical for safety).
3. Campers will be divided into groups and must stay with their group.
4. Campers with a communicable disease of any kind will not be allowed to come to camp.
5. **Campers may not bring electronics.** This includes cell phones, TV's, radios, CD players, PSP's, MP3's, etc. *Any electronics brought to camp will be confiscated and must be collected by the parent.*
6. All clothing must be modest. This includes swimsuits, which for girls must either be a modest one piece or covered by a t-shirt that is *not see-through when wet.* **Spaghetti straps, anything low cut, very tight, or anything with crude or suggestive language will not be allowed.**
7. No weapons of any kind are allowed on Camp property (including in transportation).
8. No fighting.
9. No foul, suggestive, or otherwise inappropriate language.
10. No pranks. Fireworks, air soft guns, slingshots, knives, or any other items potentially harmful to others or camp property are not allowed.
11. No tobacco or alcohol is permitted on Camp property.
12. Campers are expected to respect Camp property. Campers are not allowed to touch the thermostats.
13. Displays of affection are not permitted.

Behavioral Policy

- The first time it happens, the student will be taken out of room in order to discuss the situation.
- The second time the problem happens, the parents will be called to take the child home for the evening. Please list three phone numbers that we can reach you or a relative to pick up your student. If we are unable to reach any of the three people at the phone numbers listed below, we will contact Lubbock Police Department to escort your student home:

1. Name: _____ Phone Number: _____
2. Name: _____ Phone Number: _____
3. Name: _____ Phone Number: _____

Camper: Your signature below indicates that you have read and understand the Camp Rules. If you choose to break a rule, possible consequences include sitting out from an activity, being sent home for the day, and being sent home from camp permanently.

Camper(s) Signature(s)

Date

Parent/Guardian: Your signature below indicates that you have read and understand the Camp Rules. If your camper chooses to break a camp rule, possible consequences include sitting out from an activity, being sent home for the day, being sent home from camp permanently. If a camper is suspended or expelled from camp, a parent/guardian must pick them up immediately.

Parent or Guardian Signature

Date



The Bridge of Lubbock

1301 Redbud Ave. • P.O. Box 667 • Lubbock, TX 79408 • 806.687.0772 • Fax 806.993.8383

Summer Camp Paperwork

Everything MUST be filled out. As you fill out this application you may see some questions that seem intrusive, however all information will remain confidential and is used solely for administrative purposes within The Bridge of Lubbock. The Bridge of Lubbock will use this information for grants in order to continue to offer our youth programs for free.

Household Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

TEXT MESSAGES – NOTIFICATIONS: Are text messages an appropriate means of Communication?

Yes No

Name: _____ Cell Phone: _____

FAMILY PROFILE

Family Status (Circle One): Single Married Divorced Separated Widow

Number of Siblings: _____ Total number of people living in household: _____

Please list all members currently living in the household and their relationship to the child(ren) in the mentoring program:

Household Income Amount: _____ (Circle one) Annual Monthly Weekly

Are any adults in this household currently unemployed? Yes No

Is English a second language for any adults in the household? Yes No

Has either of the child's parents emigrated to the U.S. within the past 5 years? Yes No

Guardian's Name _____ **Relationship** _____

Work phone _____ Cell phone _____

Email Address _____ Place of Employment _____

Highest Level of Education: _____

Has the guardian ever been incarcerated? When? _____

Is this person a Legal guardian of this child? _____



The Bridge of Lubbock

1301 Redbud Ave. • P.O. Box 667 • Lubbock, TX 79408 • 806.687.0772 • Fax 806.993.8383

MEDICAL RELEASE FORM

I, _____, (guardian name) hereby authorize *The Bridge of Lubbock* to provide access to appropriate emergency medical attention for my child(ren), _____

The Bridge of Lubbock Release Statement

As parent or legal guardian of (please list all names) _____

_____, I give my child(ren) permission to attend the Youth Programs at The Bridge of Lubbock located at 1301 Redbud Ave. I give The Bridge, its employees, officers, directors, agents, volunteers, and all other persons acting on their behalf (collectively, "The Bridge") permission to transport my child while he or she is involved with their youth programs. I also give permission for my child(ren) to walk to The Bridge or ride his or her bike. Additionally, I give my permission for my child(ren) to participate in any offsite activities.

I permit my child(ren) to participate in field trips and other special events that the Bridge sponsors at offsite locations. I understand it is my responsibility to drop and pick up my child(ren) at the designated time.

I authorize The Bridge to take whatever action is reasonably necessary for the care, welfare, and health of my child(ren), including providing or consenting to appropriate medical treatment for my child(ren) in the event of a medical emergency. Before providing or seeking medical treatment, we will attempt to notify you. I understand that I will be responsible for any costs associated with such medical treatment.

I understand that The Bridge will take all reasonable safety precautions at all times during the youth programs. I understand, however, that some activities have inherent dangers and unforeseen hazards that no amount of care can eliminate. I and my child(ren) voluntarily assume all risk of personal injury that may result from participating in youth programs.

I agree not to hold The Bridge liable for damages, losses, or injuries incurred. I voluntarily release and hold harmless The Bridge from any and all claims and losses connected with participation in youth programs.

I permit my child(ren) and myself to be photographed at the youth programs. I authorize the Bridge to use these photographs for the Bridge of Lubbock newsletter, advertising, fundraising, or other program related purposes.

I understand that Bridge of Lubbock staff reserves the right to terminate any participant from the Program at any time for any reason. The Program takes place solely within the scheduled sessions exclusively at the Program location. I understand that any relationships or contact established between mentor/mentee and family members beyond the organized and supervised activities of the Program are neither encouraged nor condoned.

I have read the above Bridge of Lubbock Release Statement and agree to the contents. I certify that all statements in this application are true and accurate.

Parent/Guardian Signature

Date



The Bridge of Lubbock

1301 Redbud Ave. • P.O. Box 667 • Lubbock, TX 79408 • 806.687.0772 • Fax 806.993.8383

TRANSPORT PERMISSION

I am fully aware that my child will be attending The Bridge of Lubbock Summer Camp. I know that my child needs reliable transportation to attend camp.

_____ will be arriving at camp daily in this way:

(Child(ren) Name)

- Pick up/drop off at **Dunbar Middle School**
- Pick up/drop off at **Alderson Elementary**
- Pick up/drop off at **Rise Academy**
- Parent/Guardian pick up/drop off at The Bridge
- Walk or Ride Bike to The Bridge

I, _____, as a parent or legal guardian of _____, give my child(ren) permission to be picked up from The Bridge of Lubbock Summer Camp by the following individuals:

1. Name: _____ Relationship _____
2. Name: _____ Relationship _____
3. Name: _____ Relationship _____

I understand that my child will not be allowed to leave The Bridge of Lubbock Summer Camp with anyone other than the individuals listed above.

Parent or Guardian Signature

Date

ACKNOWLEDGEMENT OF RISK, WAIVER, RELEASE, AND INDEMNIFICATION

I, _____ (guardian name), as parent or legal guardian of _____, give my child(ren) permission to attend **The Bridge of Lubbock Summer Camp at The Bridge of Lubbock located at 1301 E. Redbud Ave.**

I give The Bridge, its employees, officers, directors, agents, volunteers, and all other persons acting on their behalf (collectively, "The Bridge") permission to transport my child while he or she is involved with Summer Camp. I understand that my child will be picked up and dropped off at the same location following the program activities. I also give permission for my child to walk to Summer Camp or ride his or her bike. I also give my permission for my child to participate in any offsite activities including swimming, skating, and other field trips.

I authorize The Bridge to take whatever action is reasonably necessary for the care, welfare, and health of my child, including providing or consenting to appropriate medical treatment for my child in the event of a medical emergency. Before providing or seeking medical treatment, we will attempt to notify you. I understand that I will be responsible for any costs associated with such medical treatment.

I understand that The Bridge will take all reasonable safety precautions at all times during Summer Camp. I understand, however, that camp activities have inherent dangers and unforeseen hazards that no amount of care can eliminate. I and my child voluntarily assume all risk of personal injury that may result from participating in The Bridge of Lubbock Summer Camp.

I agree not to hold The Bridge liable for damages, losses, or injuries incurred. I voluntarily release and hold harmless The Bridge from any and all claims and losses connected with participation in Summer Camp.

I permit my child and myself to be photographed at The Bridge of Lubbock Summer Camp. I authorize The Bridge to use these photographs for The Bridge of Lubbock newsletter, advertising, fundraising, Facebook, or other Summer Camp related purposes.

Parent or Guardian Signature **Date**