



Release of Liability/Agreement Not to Sue KidsFit Colorado OR Aspen Academy

I, _____, am aware that participating in **KidsFit**, CrossFit or CrossFit Kids activities includes certain risks. These risks include, but are not limited to, the possibility of serious injury or death. I acknowledge that I am voluntarily participating in this activity (with or without instruction), and that I have full knowledge of the dangers involved. I hereby agree to accept full responsibility for the risks and dangers connected with any of these activities.

Please Initial _____

In consideration of being allowed to use the recreation facilities of **Aspen Academy**

1.I agree that I will not sue or otherwise make any claim against **Nancy Weissert, KidsFit Colorado or Aspen Academy** or any of its employees, agents, officers, directors, contractors, sponsors or providers for any loss, injury or damage resulting from my participation in any of the activities described above.

2. I agree that **KidsFit Colorado** and any of its officers, directors, employees, agents and contractors shall not be legally responsible for any loss, injury or damage resulting from my participation in any of these activities, regardless of the cause and even though resulting from the negligence of another party.

3.I agree that the use of the facilities of **KidsFit Colorado or Aspen Academy** will be in accordance with rules and instructions issued by **KidsFit Colorado and Aspen Academy** and any of its employees, agents, sponsors or providers.

4.I agree that I will use at my own risk any equipment which I provide or may borrow or rent from **KidsFit Colorado or Aspen Academy** or any other sponsors or providers during this activity. I understand and agree that **KidsFit Colorado or Aspen Academy**, and any other sponsors or providers shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment **KidsFit Colorado or Aspen Academy** and its sponsors and providers make no warranties of any kind regarding this equipment.

5.To the Fullest extent allowed by law, I agree to RELEASE INDEMNIFY and HOLD HARMLESS **KidsFit Colorado or Aspen Academy**, or any of its employees, agents, officers, directors, contractors, sponsors or providers from all actions or claims from myself, my heirs or personal representatives for any loss, injury or damage resulting from my participation in any of the activities described above, including the use of any equipment.

6.The terms of this release shall also be binding upon any other persons (including all minors and family members), who may accompany me and their heirs, executors and administrators. I understand this release is a binding contract that supersedes any other agreements or representations and that this release is intended to provide a comprehensive release of liability to the greatest extent permitted by law. The specific rights of the parties may vary from state to state. If any part of this release is deemed unenforceable, all other parts shall be given full force and effect.

7.I am legally competent to sign this release, or my parent or legal guardian has also read and signed this release.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.

Child's Name & Age

Signature of Parent/Legal Guardian/Participant

Please Print Name

Date

If I am signing on behalf of a minor (under age 18) in addition to the above I also agree to RELEASE, HOLD HARMLESS, and INDEMNIFY **KidsFit Colorado or Aspen Academy**, or any of its employees, agents, officers, directors, contractors, sponsors or providers for any loss, injury or damage resulting from the minor's participation in any of the activities described above, including the use of the equipment