

# The Fitness Company Battery Park Swim & Fitness Informed Consent Agreement

Re: Physique Swim School

**Thank you for choosing to use the facilities, services, or programs of The Fitness Company. We request your understanding and cooperation in maintaining both your child's and our safety and health by reading and signing the following informed consent agreement.**

I, \_\_\_\_\_ (parent), declare that my child \_\_\_\_\_ intends to use all or part of the facilities and services offered by The Fitness Company and I understand that each person, (including my child) has a different capacity for participating in such activities, facilities, programs, and services. I assume full responsibility, during and after my child's participation, for my choices to use or apply, at my child's own risk, any portion of the information or instruction received.

I understand that part of the risk involved in undertaking any activity or program is relative to my child's own state of fitness or health (physical, mental, or emotional) and to the awareness, care, and skill with which my child conducts his or her self in that activity or program. I agree to notify the club of any change to my child's health. I acknowledge that my choice to have my child participate in any activity, service, and program of The Fitness Company brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that my child and I possess and use.

I recognize that by my child participating in these activities, facilities, programs, and services offered by The Fitness Company, my child may experience potential health risks such as lightheadedness, fainting, abnormal blood pressure, chest discomfort, leg cramps, and nausea and I assume willfully those risks. I understand that my child or I may stop or delay my child's participation in any activity or procedure if he/she or I so desire and that my child may also be requested to stop and rest by a supervising employee who observes any symptoms of distress or abnormal response.

I understand that my child or I may ask any questions or request further explanation or information about the activities, facilities, programs, and services offered by The Fitness Company at any time before, during, or after my child's participation.

**Waiver:** In consideration of using the facility offered by Battery Park Swim & Fitness and The Fitness Company I, on behalf of my child, myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue Battery Park Swim & Fitness and The Fitness Company, its owners, directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of Battery Park Swim & Fitness and The Fitness Company and any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from any accident or illness arising from participation in any and all of the activities of using the facilities and 2) any and all claims resulting from damage to loss of, or theft of property.

**I declare that I have read, understood, and agree to the contents of this waiver of liability and informed consent agreement in its entirety.**

**Child's name** \_\_\_\_\_

**Signature of parent** \_\_\_\_\_

**Date of signing** \_\_\_\_\_

**Witness** \_\_\_\_\_

**Physique Swim School Rep.** \_\_\_\_\_