

(MUST BE COMPLETED, SIGNED, AND BROUGHT WITH YOU TO REGISTRATION)

**MOTION OF VITALITY ENHANCED, LLC  
Waiver, Release of Liability and Assumption of Risks**

Name of Camper \_\_\_\_\_ Date \_\_\_\_\_

(Child)

**A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19.  
PLEASE READ CAREFULLY. THIS IS A RELEASE OF ALL CLAIMS.**

**I, the undersigned, wish for my child named above (“Child”) to participate in the Move Performance Coaching summer speed camp sponsored by Motion of Vitality Enhanced, LLC (hereinafter “Camp”) and, in consideration for my Child's participation, I hereby agree to the following terms of this Waiver, Release of Liability and Assumption of Risks (the “Release”):**

1. I, on behalf of myself and my Child, acknowledge that specialized experience and skills may be necessary to participate in the Camp, and I confirm that my Child possesses such experience and skills. I understand that physical exercise is required for the Camp. I acknowledge that my Child is currently not suffering from, nor has he or she previously suffered from, any physical and/or mental disability which would preclude him or her from participation in the Camp, that would endanger him or her or others or would interfere with his or her ability to safely participate. I acknowledge and agree that it is the responsibility of me and my Child to determine whether my Child is sufficiently fit and healthy to safely participate in the Camp, and I attest and certify that my Child is sufficiently fit, healthy and physically trained. I am aware that the Camp involves competition and sometimes physical contact with and against other participants and that there are inherent dangers and risk of injury involved with such activities. The dangers, hazards and risks may arise from my Child's own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I, for myself and on behalf of my Child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the Camp.

2. I, on behalf of myself and my Child, hereby release all Camp Personnel [*Camp Personnel is defined as 1) Motion of Vitality Enhanced LLC, an Alabama limited liability company, and all of its members, officers, coaches, predecessors, successors, subsidiaries, affiliates, managers, employees, volunteers and agents, and 2) Andy Weigel, and his agents, representatives, executors, trustees, conservators, guardians, heirs, administrators, subrogees, insurers, indemnitors and assigns*], from any and all liability as to any right of action that may accrue to me, or my Child, for any injury or loss that I or my Child may suffer while training, preparing, participating and/or traveling to or from the Camp. I furthermore release, indemnify and hold harmless the Camp Personnel from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that I or my Child may suffer, for which I or my Child may be liable to any other person, that may or does arise out of my Child's participation in the Camp.

3. In the event of an accident or serious illness, I hereby authorize Camp Personnel to obtain medical treatment for my Child. I hereby hold harmless and agree to indemnify Camp Personnel from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries that may occur to my Child during his or her participation in the Camp.

4. I understand that when I refer to myself or my Child in this Release, I am referring not only to myself and my Child but to our respective agents, representatives, executors, trustees, conservators, guardians, heirs, administrators, subrogees, insurers, indemnitors and assigns.

5. This Release shall be governed by and construed under the laws of Alabama, and I agree that any legal action or proceeding relating to this Release, or arising out of any injury, death, damage or loss as a result of my Child's participation in any part of the Camp, shall be brought only in Tuscaloosa County, Alabama.

6. This Release contains the entire agreement between the parties to this agreement and the terms of this Release are contractual and not a mere recital.

7. This Release shall not in any way be construed as an admission by Camp Personnel that they have acted improperly or unlawfully in any way, and this Release does not constitute an admission of any kind of liability whatsoever, or that any party has any rights whatsoever against the other.

**By signing below, I acknowledge that I have been given ample time to read this Release and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this Release freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind myself and my Child and our agents, representatives, executors, trustees, conservators, guardians, heirs, administrators, subrogees, insurers, indemnitors and assigns.**

Camper's Name \_\_\_\_\_

Camper's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian's Name \_\_\_\_\_

Parent/Legal Guardian's Signature \_\_\_\_\_ Date: \_\_\_\_\_