



All Program and Visitor*
Physical Activity Readiness Questionnaire (Par-Q)
& Liability Waiver Form

Participant's Name: _____ DOB: _____

Parent/Guardian's Name: _____ DOB: _____

Address: _____ City _____ State _____ Zip: _____

Home Phone: _____ Mobile: _____ Email address: _____

How did you hear about us? _____ Program: _____

Terms, Conditions and Waivers

In consideration of being allowed to participate in any way and/or engage in activities held by/at Total Sports Academy of Connecticut, LLC ("TSA") including participation in practices, events, and or/other uses of the indoor facility at Great Hill Road, Seymour, CT and their athletic/sports programs and related events and activities the undersigned agrees to the following:

Follow Rules: Guest must abide by all TSA and TSA rules and regulations whether visiting and/or participating in activities on premises or at an off-site program location.

Damage Liability: You are liable for any damages that you, your guest, or minors responsible for, cause to the facility or property on TSA and TSA premises or any off-site program location

Fitness Ability: You represent that a visitor, participant, or as responsible party of the participant, are/is physically fit to participate in activities in which engaged occurring at TSA facility or off-site premises, and are solely responsible for all health risks associated with those activities.

Cancellation/Refund Policy: If TSA cancels a program, or if withdrawal from a program occurs 7 days or more prior to the program start date, a full refund or credit may be issued. If the program withdrawal occurs within 7 days from the program start date account credit only may be issued. After a program has begun, a prorated refund/credit is only issued in the event of a medical reason with a doctor's note.

Waiver, Release of Liability and Indemnification:

- 1. Obligation to Inspect Facility/Equipment and Report Unsafe Conditions: The undersigned agrees to prior participation, he/she will inspect facilities and equipment to be used, and if he/she believes anything is unsafe, will immediately advise a TSA representative of such conditions and suspend participation until perceived safety issue is satisfactorily resolved.
2. Recognition of Inherent Risks: The undersigned acknowledges and fully understands that in utilizing the facilities on or off-site, he/she may engage in activities that involve inherent risk, including, but not limited to: i) use of excessive weights or resistance, ii) failure to properly execute exercises or fitness drills, iii) tripping or falling during exercise activities; iv) falling off exercise equipment; v) contact with other participants utilizing the facilities, whether or not engaged in the same activities as the undersigned; vi)

collisions with walls, columns or other fixed objects or equipment located both within and outside the facilities; and vii) being struck by balls, bats or other equipment utilized in the activities. The inherent risks may result in serious injury, including permanent disability and death, any sever social and economic losses which might result from the undersigned's own actions or inactions or from the negligence or intentional acts of others, the rules of play or the conditions of the premises, equipment used or their participation in any of our activities, programs or special events. The undersigned also acknowledges that there may be risks not known to TSA.

3. **Assumption of Liability for Inherent Risks:** The undersigned assumes all the foregoing inherent risks and accepts personal responsibility for any and all damaged arising from any injury, permanent disability of death which results from the inherent risks or other risks beyond control of TSA.
4. **Release and Covenant Not to Sue:** The undersigned hereby releases and covenants not to sue TSA, its owners, shareholders, directors, coaches, employees, representatives, agents, and lessees from any and all claims resulting from: i) the inherent risks of use of the facilities and equipment of TSA, including but not limited to any loss, injury, damage to self or property or liability sustained while on or about the premises of TSA or participating in any of our programs on or off-site.
5. **Indemnification:** The undersigned shall defend, indemnify, and hold TSA, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, claims from injury or damages to the extent that the same are caused by or result from the negligence or the intentional acts or omissions of third parties or of an individual or group renting space from the facility, its officers, agents or employees.

The undersigned has read, understood this waiver and release and indemnify form, and acknowledges that he/she is freely entering into the above waiver and release, understanding that he/she has given substantial rights by signing it and is, nonetheless signing voluntarily under no duress or time constraints. The undersigned has been given an opportunity to speak with a representative of TSA to discuss any questions he/she might have. Without limiting the generality of the foregoing it is the undersigned's intention on his or her own behalf, and/or on behalf of his/her minor child to specifically release and indemnify TSA from any liabilities, losses, damages, settlements, claims, expenses and costs arising from his/her or his/her child's participation in the desired activity described in the preceding paragraphs, said indemnity to include reimbursement of TSA court costs and reasonable attorney's fees.

Participants Signature (18 and over): _____ Date: _____

Guardian Signature (If participant is under 18): _____ Date: _____

Photography Release Waiver: I, hereby grant Total Sport Academy of Connecticut, LLL (“TSA”) and their representatives the irrevocable right and unrestricted permission to use, distribute, modify, publish and create derivate works of photographs or video images of me, members of my family, or in which I may be included, for any purpose determined by TSA in its sole discretion, including but not limited to print, website, social media, editorial publications and advertising, including the right to modify and re-touch the images in the discretion of TSA. I understand that circulation of such materials could be worldwide and that there will be no compensation to me for this use. Furthermore, I understand that I will not be given the opportunity to inspect or approve the finished products or the advertising copy or the printed matter that may be used in connection therewith. In granting this permission to TSA, I am fully and without limitation releasing from any liability that may arise from the use of the images.

Participants Signature (18 and over): _____ Date: _____

Guardian Signature (If participant is under 18): _____ Date: _____