



WAIVER AND RELEASE FORM

First Name: _____ **Last Name:** _____

Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

Tel: Home: (____) _____ **Mobile:** (____) _____ **E-mail:** _____

Birthdate: ____ / ____ / ____ **Age:** _____

In consideration of the individual whose name is set forth above (the "Participant") being permitted to participate in performance training sessions ("Program") conducted by Grind Time Fitness LLC, a New Jersey limited liability company, Participant and, if Participant is under the age of majority in the state in which Participant resides, the parent or legal guardian of the Participant, on behalf of Participant, hereby:

1. (A) acknowledges that Participant's participation in the Program involves physical exertion and risk which may result in bodily injury, illness, possible death, property damage and/or other harm which might result not only from the Participant's actions, inactions, or negligence, but also from the actions, inactions or negligence of others, the conditions of the premises or of any equipment used, and that there may be other risks not known or reasonably foreseeable at this time; and (b) accepts sole responsibility for all of the hazards and risks to Participant and Participant's property associated with or related to Participant's participation in the Program and for any damage or injury that Participant may cause to others;

2. Releases, waives and forever discharges any and all claims of damages or causes of action, including but not limited to, illness, death, personal injury or loss or damage to property, which Participant or any of Participant's representatives, heirs, next of kin or assignees ("Participant's Representatives") may have or which may hereinafter accrue to Participant or Participant's Representatives as a result of Participant's participation in the Program or otherwise and which may be asserted by Participant, or Participant's Representatives against Grind Time Fitness LLC, its employees, contractors, officers, directors, or successors and assigns (collectively, the "Released Entities"),

3. Agrees to indemnify and hold harmless the Released Entities and each of them from loss, liability, damage or cost they may incur due to the undersigned's participation in the Program, whether caused by the negligence of the Released Entities or otherwise.

4. Grants permission to the Released Entities to collect and utilize the personal information of Participant provided above to administer and conduct the Program and to collect and use Participant's name, voice, statements, photograph, image, likeness, actions at the Program and/or Participant's biographical data in any live or recorded form (including, but not limited to, any form of video display or other transmission or reproduction), in whole or in part, for promotional, commercial or any other purpose, in perpetuity worldwide on standard and non-standard television, home video, print, electronic and on-line media (including, without limitation, the Internet), and in any other means of distribution, publication or exhibition, whether now known or hereinafter created without any additional consideration in connection with the Program, future programs, and the marketing, advertising and promotion thereof. Without limiting the generality of the foregoing, I hereby give permission to Grind Time Fitness LLC and its respective officers, directors, owners, and affiliates to collect and use Participant's contact information (being my name, address, telephone number and e-mail address) to communicate with Participant about upcoming Grind Time Fitness events, promotions, programs, etc.

5. If not signed by Participant's parent or guardian, represents that Participant has reached the age of majority in his/her state; and acknowledges that the Released Entities are relying on the grant of rights contained herein.

Participant's Signature: _____

Parent or Legal Guardian's Signature: _____
(If Participant is under the age of majority in the State in which s/he resides)

Print Name of Parent or Legal Guardian: _____