

Waiver and Release of Liability

PRINT NAME: _____ PRINT EMAIL: _____

Cell Phone Number: _____ Emergency Contact & Phone Number: _____

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner(s), or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Initials: _____

Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc strives to provide a positive and encouraging environment for our clients. Anyone that is disruptive or negatively influences this environment is subject to having their membership revoked. This is at the sole discretion of Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc Management.

Initials: _____

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc, I, the undersigned, hereby release Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc, their administration, coaches, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc, their administration, coaches, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main buildings, other Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc gyms and/or any area selected for training by Kwest Enterprises Inc or anyone employed with Kwest Enterprise Inc.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

Name (printed): _____

*Signature: _____

Date signed: _____

PICTURE & VIDEO RELEASE

BETWEEN Kwest Enterprises Inc (hereinafter called 'the Photographer') AND

CONSIDERATION For valuable consideration received the model is hereby acknowledged by the Model, both parties hereto agree as follows:

1. DESCRIPTION OF PHOTOGRAPHS This Agreement applies to any and all photographs and video of the Model and the Model's Property made by the Photographer on all session dates and to all reproductions of such photographs and video (herein collectively called 'the Photographs').

2. USE OF THE PHOTOGRAPHS The Model hereby consents to and authorizes the use of the Photographs by the Photographer and the Photographer's authorized representatives, licensees, successors, and assigns for any purpose whatsoever including without limitation: sale, reproduction in all media, publication, display, broadcast and exhibition for promotion, advertising, trade, art or illustration. The Model agrees the Photographs may be used without further compensation for an unlimited time and that this Agreement is irrevocable.

3. OWNERSHIP AND RIGHTS IN THE PHOTOGRAPHS The Model agrees that the Photographs, the copyright in the Photographs and all other rights in the Photographs or copies or reproductions thereof are the sole property of the Photographer and that the Photographer may protect the copyright or dispose of or authorize the use of any or all such rights in any manner whatsoever.

4. RELEASE OF PHOTOGRAPHER FROM LIABILITY The Model releases the Photographer and all other persons entitled under this Agreement to use the Photographs from all liability for libel, invasion of privacy, and all causes of action whatsoever in relation to the photographs their making and use, the Model or the Model's property including without limitation any liability for alteration of the Photographs, whether intentional or otherwise, that may occur during the making or subsequent use of the Photographs. The Model acknowledges reading the entire Agreement prior to signing and the Model is familiar with the contents.

IN WITNESS WHEREOF the Photographer and the Model or the model's parent or guardian have executed this Agreement,

Please make any comments you like here:

IF YOU ARE AN ADULT:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

IF YOU ARE A MINOR:

If Model has not reached the Age of Majority, Parent or Guardian hereby gives their irrevocable permission to the photographer to use the photographs as outlined above. Parent or Guardian must sign above and PRINT Model's Name below.

PRINT NAME: _____ (Model/Student)

SIGNATURE: _____ (or parent or guardian)

Witness Signature _____ Date _____