***WAIVER, RELEASE OF LIABILITY AND CONSENT TO PARTICIPATION***

In exchange for an agreement to participate in Lehigh Valley Health Network’s Performance Fitness Programs, the below identified participant (referred to below in the first person singular) agrees to be bound by each of the following:

1. **Obligation to Inspect Facilities and Equipment.** I agree that prior to and at all times during my continuing participating in *PERFORMANCE TRAINING*, I will inspect the facilities and equipment to be used. If I believe anything to be unsafe, I will immediately advise the *PERFORMANCE TRAINING* staff of such unsafe condition(s) and may decline to participate in the program activity.

1. **Identification of and Assumption of Risks.** I understand that participation in *PERFORMANCE TRAINING* involves risk of injury, disability, death, and/or damage to property. I am physically and psychologically ready to participate in *PERFORMANCE TRAINING* and assume all risks connected with my participation in

*PERFORMANCE TRAINING,* including but not limited to those identified in the preceding paragraph. If I have any uncertainty about my readiness to participate, I understand I should consult my family physician in advance of participating in PERFORMANCE TRAINING.

1. **Status of LVHN.** I understand that *PERFORMANCE TRAINING* does not constitute the provision of medical or health care services and that the provision of services by *PERFORMANCE TRAINING* does not constitute the establishment of a physician-patient relationship with LVHN (including its affiliated organizations, directors, officers, sponsors, employees, agents, volunteers, successors, and assigns).

1. **Waiver and Release.** I release and discharge LVHN the owner of the premises and each of their affiliated organizations, directors, officers, sponsors, employees, agents, course instructors, volunteers, successors, and assigns from all damages in any way connected with my participation in *PERFORMANCE TRAINING*, whether or not caused in whole or in part by their negligence. I intend for this waiver and release to also apply to my relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns who might pursue any legal actions or claims for such liability, injury, loss or damage; and I agree to fully indemnify LVHN (including reasonable attorney’s fees) in the event of legal actions or claims related to injuries to the below identified participant.

1. **Consent to Medical Treatment.** I agree that, in the event of my injury, LVHN (including its affiliated organizations, directors, officers, sponsors, employees, agents, volunteers, successors and assigns) may, but have no duty to, provide: medical care to me through personnel of their choice; transportation for medical care by other providers; and/or emergency medical services. I further agree to be financially responsible for the cost of all such services.

Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School/Club/Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medical Red Flags/Current Injuries: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I hereby agree to the above and claim the information provided is accurate.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Print Name Date**

**If the person stated above who is participating in the Activity is not yet 18 years old:** As parent or legal guardian of the above named child, verify that I fully agree to, understand, and accept all provisions of this Waiver, Release, and Consent.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature Print Name Date**