

(For office use only)

WayBeyond Waiver

Parental Consent, Release and Waiver of Liability,
Assumption of Risk, and Indemnity Agreement



Please Check the circle which applies:

- One-On-One Personal Training: _____
- Birthday Party: _____
- Play Group: _____
- Class (Time & Title): _____
- Summer Camp(Week of): _____
M T W TH F
- Other: _____

Please Note:

Open Play is under Parental Supervision only! Please watch your kids! (Initial): _____

Waiver: In consideration of my minor child (the "Minor") being permitted to Participate in WayBeyond activities, I, for myself, the Minor, my and the Minor's personal representatives, assigns, heirs, and next of kin, do hereby release, waive and covenant not to sue WayBeyond, its officers, employees, and agents from liability from any and all claims including negligence, resulting in personal injury, accidents or illnesses (including death) and property loss arising from, but not limited to participation in WayBeyond activities.

Assumption of Risks: Participation in WayBeyond activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks may be caused by the Minor's own actions, the actions of others participating in the activities, the condition and layout of the premises and equipment, and/or the negligence of the staff of WayBeyond. I consent to the Minor's participation in the activities and accept and assume all such risks, and assume all responsibility for the losses, costs and/or damages following any injury or death, even if caused, in whole or in part, by the negligence of the staff of WayBeyond.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in WayBeyond activities. I know the Minor's experience and capabilities, and I believe the Minor to be qualified to participate in the activities.

Indemnification and hold harmless: If, despite this release, the Minor, or anyone on the Minor's behalf, makes a claim against WayBeyond, I agree to indemnify and hold WayBeyond harmless from any and all claims, actions, suits, and liabilities, including attorney's fees incurred due to any claim made against WayBeyond, whether the claim is based on the negligence of WayBeyond or otherwise.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

PLEASE WRITE CLEARLY!

_____	Date: _____	_____
(Signature of Parent or Guardian)		(Printed Name of Parent or Guardian)
_____		_____
(Name of Minor/s)		(Minor's Age)
_____		_____
(Email)		(Phone Number, Emergency)

MODEL RELEASE FORM

For valuable consideration, I, _____ ("Parent/Guardian") hereby authorize WayBeyond ("Company"), its officers, directors, employees, agents, assigns and affiliates the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and to use, re-use, publish or re-publish any and all pictures, photographs, film, or video footage taken of _____ (child's name), together with any and all information supplied to said Company by me, for any and all uses, whatsoever, including without limitation, its publicity, promotion, illustration, art, editorial, advertising, and trade. I have read the above authorization, release, and agreement, prior to its execution, and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

(Signature of Parent or Guardian)