



**WAIVER AND RELEASE BY PARENT OF MINOR FROM LIABILITY
FOR AEROBIC/FULL CONTACT SPORTS**

I (Parent of "MINOR", _____, on behalf of _____ (hereinafter referred to as "MINOR") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Rocky Mountain Speed Camp, H2 Optimal Conditioning L.L.C., The City and County of Denver, Smoky Hill High School and Bishop Machebeuf High School. And its agents, teachers, trustees, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or MINOR ever had or may have, arising from or in any way related to MINOR'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of Rocky Mountain Speed Camp, H2 Optimal Conditioning L.L.C., The City and County of Denver, Smoky Hill High School and Bishop Machebeuf High School provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that said MINOR will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, MINOR, my heirs, assigns and next of kin, I and said MINOR waive all claims for damages, injuries and death sustained to me or my property that I or said MINOR may have against the aforementioned released party to such activity.

MINOR has the necessary and requisite skills to participate in all facets of, and activities of and requested of this facility, except as noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately exercise my parental/guardianship rights and discontinue further participation by said MINOR in the activity.

By this Waiver, I, on behalf of said MINOR, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with The Rocky Mountain Speed Camp or H2 Optimal Conditioning L.L.C., including but not limited to using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in any aerobic activity or action sports activities, events or other related activities on and off the premises.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Rocky Mountain Speed Camp, H2 Optimal Conditioning L.L.C., The City and County of Denver, Smoky Hill High School and Bishop Machebeuf High School whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE said MINOR and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Medical Conditions. MINOR is subject to the following allergies or medical conditions, and I authorize the facility to disclose these conditions to a physician or other medical professional in the event said MINOR should require emergency medical care: _____

Prohibited Activities. As a result of the above-mentioned medical conditions, I, on behalf of said MINOR, am prohibiting involvements in the following specific activities: _____

Date

Printed Name of MINOR

AGE

GRADE 2009-2010

Printed Name of Parent(S) (Guardian)

Signature of Parent(S) (Guardian)