

**By signing this document, you are waving certain legal rights.
Please read this document carefully before signing.**

Release waiver and indemnity **Child's Name:** _____

(Releaser) [Print Name] _____ desires to gain access and utilize POUND 4 POUND BOXING LLC facility for the purpose of boxing, training instructions, and physical workouts including weight lifting. Located at 1061 Pruitt RD. The Woodlands, TX 77380. In consideration of being permitted by POUND 4 POUND BOXING LLC to access and use facility, Releaser agrees to the following terms and conditions.

1. In consideration of being permitted by POUND 4 POUND BOXING LLC has previously agreed to in writing.
2. POUND 4 POUND BOXING LLC shall be entitled to revoke Releaser's access to the Facility immediately if the actions of Releaser, in the sole opinion of POUND 4 POUND BOXING LLC, endanger the Facility and /or the people located therein or unreasonably interfere with POUND 4 POUND BOXING LLC operations.
3. Releaser acknowledges and understands that POUND 4 POUND BOXING LLC in no way warrants the condition of the facility as to safety or fitness for the activities to be performed by releaser.

RELEASES HERBY FULLY RELEASES AND FOREVER DISCHARGES POUND 4 POUND BOXING LLC and each of their directors, officers, employees, agents, representatives, and insurers of and from any and all liability to Releaser for any damage to or loss of Releaser property, injury or death arising directly or indirectly out of Releasers being granted access and use of the facilities, Including any claim for damage, loss, injury or death that is caused by an act or omission on the part of POUND 4 POUND BOXING LLC. Whether or not such claim for damage, loss, injury or death are caused or contributed to by sole gross or concurrent negligence omission, strict liability, willful misconduct or fault or/by POUND 4 POUND BOXING LLC and whether or not caused by a pre-existing condition.

4. RELEASES FURTHER AGREES TO INDEMNITY, DEFEND, AND HOLD HARMLESS POUND 4 POUND BOXING LLC for, from and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys' fees and costs of investigation), and actions of any kind of description (collectively "Claims") (including any Claims which arise by reason of indemnification or assumption of liability contained in other contracts entered into by POUND 4 POUND BOXING LLC) for damage to or loss of Releaser's property or the property of Releaser's invitees and injury to or death of Releaser or Releaser's arising directly or indirectly out of Releaser being granted access or use of the Facility, Including any claim for damage, loss, injury or death that is caused by an act or omission on the part of POUND 4 POUND BOXING LLC. Whether or not such claim for damage, loss, injury or death are caused or contributed to by sole gross or concurrent negligence omission, strict liability, willful misconduct or fault or/by POUND 4 POUND BOXING LLC and whether or not caused by a pre-existing condition.

5. This Facility Release, Waiver and Indemnity shall be governed by and constructed in accordance with the laws of the State of Texas (exclusive of any principles of conflicts of laws which would direct application of the substantive laws of another jurisdiction). Venue for any dispute which arises in the connection with this Facility Release, Waiver and Indemnity shall be in Montgomery County Texas.

6. I understand the registration fees, tuition, equipment, camps, birthday parties; testing fees and private lessons are non-refundable. I understand that if I wish to terminate membership I will provide POUND 4 POUND BOXING LLC a ninety day advance notice on the 1st or the 15th of the current billing cycle at which time the last month tuition of file that will be credited for the last month, along with the required termination form, signed by the office manager/owner and must be completed in the POUND 4 POUND BOXING LLC office. All contract guidelines must be followed and there is NO exception. Any guidelines not followed will result in legal action for a collection of all fees due and responsible party of membership will pay all additional fees included for collection cost. All members paying monthly are required to set up online bill pay/credit card draft with their bank for monthly program tuition fees. Tuitions not received will access late charge starting at \$25.00. Returned checks will result in a \$35.00 penalty fee.

7.(For all POUND 4 POUND BOXING LLC students/members) By signing below indicates that you have read the waiver and release, guidelines, terms, conditions and regulations on this contract and fully understand the contents and agree to all the terms and conditions.

Releaser: [SIGNATURE] _____ **Date** ____/____/____ **Witness:** _____ **Date** ____/____/____

EMERGENCY CONTACT & PHONE NUMBER: _____