

# INCRIDIPLEX WAIVER



How Did You Hear About Us: \_\_\_\_\_

## Contact Information:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Phone: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Birthdate: \_\_\_\_\_

## Emergency Contact Information:

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

## Terms and Conditions:

In signing this guest waiver to Incrediplex (the "Facility"), I understand the following:

1. Guests are subject to approval by the Facility.
2. I understand that I should consult my doctor before starting an exercise routine.
3. I understand that the Facility's rules and regulations are hereby incorporated, and that such rules and regulations may be changed in the future. I hereby consent to obey all such rules and regulations.
4. I understand that I cannot generate revenue by using the walk-on access to the fields (i.e. charging for lessons, sub-leasing space, etc).
5. General Liability Release, Assumption of Risk, and Waiver of Claims:  
In consideration of being permitted to participate in exercise, athletic endeavors, or other activities (collectively "athletic endeavors") at Incrediplex, the undersigned participant(s) do each agree that Incrediplex, its heirs, assigns, and agents, and any and all other persons or entities involved in its athletic endeavors, together with all subcontractors, employees or volunteers, SHALL NOT BE LIABLE for injury or death to the undersigned participant(s), their heirs, assigns and agents, or for any loss due to theft of or damage to their property or for any other consequential incidental damages caused in any manner whatsoever where any such liability is attributable to the absence of ordinary or even slight care by Incrediplex, in the conduct of athletic endeavors.  
Furthermore each of the undersigned DOES HEREBY WAIVE any and all claims or causes of action against Incrediplex which he or she may have by reason thereof AND DOES HEREBY RELEASE AND HOLD HARMLESS Incrediplex from any and all claims or causes of action that he or she may have from the beginning of time, now, and in the future. Each of the undersigned further agrees not to bring or cause to be brought any suit or any such claim or cause of action and acknowledges that the releases and waivers referred to herein shall apply regardless of whether liability is asserted on the basis of contract, strict liability, ordinary negligence or gross negligence.  
I also affirm that I am voluntarily participating in athletic endeavors and using the facilities, and further acknowledge that I know, understand, and appreciate the inherent risks of such participation and use (ranging from minor injuries such as sprains, to major injuries such as heart attacks, ankle and knee injuries, to catastrophic injuries such as death or paralysis). I assume full responsibility for any and all injuries or damages from participating in athletic endeavors and facility use, which may occur to me as a result of such participation.  
Each of the undersigned further acknowledge that the execution of this Release, Assumption of Risk, and Waiver is continuing in nature, that it is his or her free and voluntary act, that he or she does not intend to participate in athletic endeavors at Incred-Plex until or unless he or she has had full opportunity to inspect its exercise and athletic facilities and sites and to receive all information from Incrediplex that might bear on his or her decision to participate, and that he or she is under no duress or undue influence.  
Furthermore, each of the undersigned intends both that he or she be legally bound hereby, and, in the event of his or her death, that this release and waiver shall be binding on his or her estate, heirs, beneficiaries or any other successors in interest.  
This Release, Assumption of Risk, and Waiver shall be construed under the laws of the State of Indiana.  
SIGNATURE BELOW VERIFIES THAT EACH OF THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE FOREGOING and further certifies that the information provided in his or her entry forms and/or personal data sheets is true and complete.  
IN WITNESS WHEREOF, each of the participants sets forth his or her hand at the time and on the date below written.

Signature(s): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(If under 18 years of age, must have signature of parent or legal guardian)