Participation in a regular program of physical activity and healthy diet has been shown to produce positive changes in a number of organ systems. These changes include increased work capacity, improved cardiovascular efficiency, and increased muscular strength, flexibility, power and endurance.

I recognize that exercise carries some risk to the musculoskeletal system (sprains, strains) and the cardio respiratory system (dizziness, discomfort in breathing, heart attack). I hereby certify that I know of no medical problem (except those noted below) that would increase my risk of illness and injury as a result of participation in a regular exercise program.

Having such knowledge, I hereby release **ESTEEM, A Total Transformation their representatives**, **agents**, and **successors** from liability for accidental injury or illness which my minor child(ren) may incur as a result of participating in the said physical activity. I hereby assume all risks connected therewith and consent to participating in the said physical activity.

I agree to disclose any physical limitations, disabilities, ailments, or impairments which may affect my minor child(ren)’s ability to participate in the said fitness program.

I expressly acknowledge that there are certain dangers, risks, illnesses and personal injuries inherent in participating in the ESTEEM’s Summer Camp programs, events, classes, and/or other activities, which may result from unavoidable accidents or injuries, athletic activities, sports programs/classes, the use of any equipment, exercise, or other activities or from my minor child(ren)’s physical condition. I understand that ESTEEM and its employees, agents, counselors, teachers, trainers, representatives, successors and assigns assume no responsibility for loss, damage, illness or injury to person or property that my minor child(ren), if applicable, may sustain as a result of their physical condition or resulting from their participation in any activities, programs, events, classes, the use or non-use of any equipment, exercise, hiking, and other challenge courses, or any other activities, classes, events, or programs at and/or sponsored by ESTEEM. I expressly acknowledge, on behalf of my minor child(ren), heirs and executors, that I voluntarily assume the sole risk for any and all dangers, illnesses and personal injuries that may result from my minor child(ren)’s participation in any events/activities/programs/classes while at ESTEEM and/or sponsored by ESTEEM.

In consideration of ESTEEM allowing my minor child(ren) to attend and/or participate in any programs, events, classes, or other activities at ESTEEM and/or sponsored by ESTEEM, I hereby, for my minor child(ren), heirs, and executors, waive, release and forever discharge ESTEEM and its employees, agents, counselors, teachers, trainers, representatives, successors and assigns, from and against any and all rights and claims for any loss, damage, illness or injuries to person or property sustained as a result of my minor child(ren)’s attendance and/or participation in any such programs, events, classes, and other activities, whether or not such loss, damage or injury results from the negligence of ESTEEM and its employees, agents, or representatives or from some other cause. My agreement to release ESTEEM does not include any loss, damage or injury that results from ESTEEM’s gross negligence or willful, wanton, or reckless misconduct.

I further waive any and all rights to inspect or approve the photograph or other use of my minor child(ren)’s name(s) and/or likeness(es), including any written article, script, caption or other writing that may accompany such use of my minor child(ren)’s or ward(s)’ name(s) and/or likeness(es). I hereby, for my minor child(ren) or ward(s), heirs, and executors, waive, release and forever discharge ESTEEM and its employees, agents, counselors, teachers, trainers, representatives, successors and assigns, from and against any and all liability, claims, losses, costs, expenses or damages for libel, slander, invasion of privacy, conversion, defamation, appropriation of likeness or any other claim based on the use of my minor child(ren)’s name(s) and/or likeness(es) in any such materials.

INDEMNIFICATION

I hereby represent and warrant to ESTEEM that I have the authority to execute this Liability Waiver Form on behalf of my minor child(ren) as parent/guardian. In the event of any misrepresentation or breach of the foregoing warranty by me, or in the event that I, my minor child(ren) or any other person nevertheless asserts any claim against ESTEEM arising out of my minor child(ren)’s participation in any program, event, class or other activity as set forth herein, I agree to indemnify, hold harmless and defend ESTEEM from and against any and all liability, claims, losses, costs, expenses or damages resulting therefrom, including, but not limited to, claims of loss, damage, illness or injury to person or property whether or not such loss, damage, illness or injury results from the negligence of ESTEEM or from some other cause.

ACCEPTANCE

I expressly acknowledge and agree to the terms and conditions set forth on this Liability Waiver Form.

Name of Child \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_